



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 27, 2019

Department: Public Works

Agenda Planning Date: Nov. 21, 2019

Time required: 3 Min.

☒ Audio/Visual aids PowerPoint

Contact: Ryan Crowther

Phone: 503-365-3112

Department Head Signature:

Brian Nicholas

TITLE

Approval of contract PW-3170-19 for the Construction of 45th Ave.: Ward Dr. - Silverton Rd. (Salem) improvements.

Issue, Description & Background

Marion County received a combination of Federal Surface Transportation Program-Urban (STP-U), Transportation Alternatives-Urban (TA-U) and Highway Infrastructure Program (HIP) grants to provide bike lanes and sidewalks on both sides of 45th Avenue NE between Silverton Road NE and Ward Drive NE. Work also includes adding a left-turn lane at Fire Protection Way for added capacity and improved safety, additional localized roadway reconstruction was added to address drainage and roadway cross slope issues and the traffic signal at the northwest corner of 45th Avenue and Silverton Road will be upgraded to a modern signal due to relocation being required to accommodate the proposed sidewalks and bike lanes.

This segment of 45th Avenue is an important connection between a major arterial and a key east-west collector in northeast Salem. It runs along the east boundary of the Chemeketa Community College (CCC) main campus and also serves two nearby elementary schools. It serves an area that is densely developed with both single-family and multi-family housing. The roadway is generally narrow with a bike lane on the west side only and a number of disconnected segments of sidewalk on the west side. The east side has no significant bike or pedestrian facilities at this time. Within the project limits, 45th Avenue has a high traffic volume and a high volume of bicyclists and pedestrians.

On October 10, 2019, bids were received and opened for this project with bids being received from Carter & Company, Inc. (\$4,346,576.75), Tapani, Inc. (\$4,395,028.00), North Santiam Paving Co. (\$4,430,283.75), Kerr Contractors, Inc. (\$4,656,224.00), M L Houck Construction Co. (\$4,796,789.25), K&E Excavating, Inc. (\$5,260,414.00) and Emery & Sons Construction, Inc. (\$5,411,350.75).

The bid award was approved on October 17, 2019, and became official on October 24, 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 130-40-44-441-4408-104431-533170-890.003.

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 \$4,346,576.75 with Carter & Company, Inc.
- 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 \$4,346,576.75 with Carter & Company, Inc.



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

List of attachments:

Contract PW-3170-19
Contract Review Sheet

Presenter:

Ryan Crowther

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

Copies to:

Tim Beaver, tbeaver@co.marion.or.us



Contract #: PW-3170-19

☐ Date _____ Returned to department for signature _____



Marion County
OREGON
FINANCE DEPARTMENT

Solicitation Award Transmittal

C25102-PW604-19

Submitted By: Tim Beaver Department: Public Works

Contact Phone #: 503-365-3100 Date Sent: Wednesday, October 16, 2019

Solicitation Name: 45th Ave.: Ward Dr. - Silverton Rd. Improvements

Formal: ☒ Bid ☐ RFP Advertising Date: Sep 4, 2019 Close Date: Oct 10, 2019
Quote: ☐ Verbal ☐ Written ☐ IRFP

Addenda Issued/Date

#1 Sep 18, 2019 #2 Sep 25, 2019 #3 Oct 2, 2019 #4 _____

Solicitations Received From (or attach solicitation summary)

Contractor Name	Bid-Quote Amount/Proposal Score
Carter & Company, Inc.	\$4,346,576.75
Tapani, inc.	\$4,395,028.00
North Santiam Paving Co.	\$4,430,283.75
Kerr Contractors, Inc.	\$4,656,224.00
see attached bid tabulation for additional bids	

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

Fiscal Impact (Description of impact)

This is a certified project funded by a federal grant.

Service: 4408 Account: 533170

DEPARTMENT RECOMMENDATION

Name: Carter & Company, Inc.

- ☒ 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: 10/17/19

Comments:

* AWARDED Lowest Bid
* CMS is updated

Solicitation Award Approval:

[Signature] 10/17/19
Finance Contracts / Date

[Signature] 10/17/19
Chief Administrative Officer / Date

Date paperwork returned to department: _____

PUBLIC BID OPENING INFORMATION

PROJECT: 45th Ave: Ward Dr – Silverton Rd (Salem)

CMS# PW604-19

BID OPENING DATE: October 10, 2019

BID OPENING TIME: 2:00 PM

BID OPENING LOCATION: PW North Santiam Room, Building 1, 5155 Silverton Rd. NE, Salem, OR 97305

COUNTY STAFF PRESENT: Tim Beaver, Ryan Crowther, Shane Ottosen

BIDDER'S NAME	BID AMOUNT	BID CERT.	BID BOND	DRUG & ALC. CERT.	1 ST TIER SUB	DBE CERT	ADD. 3 BID SCHED ULE
North Santiam Paving Co.	\$4,430,283.75	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Kerr Contractors Oregon Inc	4,656,224.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ML Houck Construction Co.	4,962,816.25	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Carter & Company Inc.	4,346,576.75	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tapani Inc.	4,395,028.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Emery & Sons Construction	5,097,850.75	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
K & E Excavating	5,260,414.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Marion County
Subrecipient vs. Contractor/Vendor Analysis
11/14/2019

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

Federal Agency	Federal Highway Administration
Federal Award Number (and/or CFDA #)	20.205
County Grant/Fund Number	Supplemental Project Agreement 31313
Primary Recipient of Federal Funds (i.e. Direct award=County or Pass-through=State Agency)	ODOT
Entity Receiving Funds from County	Carter & Company, Inc.
Other Information	

CHECKLIST

Part 1- Subrecipient

Criteria	Yes/No	Comment
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
11/14/2019

Part 2 -Contactor/Vendor

Criteria	Yes/No	Comment
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

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 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).

PRODUCER AG Sadowski Company 1605 Liberty Street S.E. Salem OR 97302		CONTACT NAME: Nick Rusow PHONE (A/C, No, Ext): (503) 362-2711 E-MAIL ADDRESS: nick@agsadowski.com FAX (A/C, No): (866) 581-6327	
INSURED Carter & Company, Inc. 4676 Commercial Street SE PMB 203 Salem OR 97302		INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: Travelers Property Casualty Co of Ameri INSURER C: SAIF Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 25623 25674 36196	

COVERAGES **CERTIFICATE NUMBER: 2018-19 PROJECTS** **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			DT-CO-1B271009-PHX-18	12/5/2018	12/5/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:						WA STOP GAP \$ 1,000,000
A	AUTOMOBILE LIABILITY			DT-810-1B271009-PHX-18	12/5/2018	12/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CUP-9J070943-18-26	12/5/2018	12/5/2019	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 8,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			515698	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Construction of 45th AVE, Ward DR - Silveton RD, 2019-402

Certificate Holder and all required entities are Additional Insured when required by written contract and per the terms/conditions of the above listed policies. Endorsements attached: CG D2 46 08 05; CG D3 16 11 11; CG D2 11 01 04; CA T3 53 03 10.

CERTIFICATE HOLDER

CANCELLATION

Marion County, OR 5155 Silverton RD 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 Nicholas Rusow/NICK

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CONSTRUCTION CONTRACT PW-3170-19

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 Carter & Company, Inc., hereinafter called the "Contractor" for the Project entitled: Construction of 45th Ave.: Ward Dr. – Silverton Rd. (Salem).

WITNESSETH

Contractor, in consideration of the sum of \$4,346,576.75 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation To Bid and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. Contractor shall provide for and furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans and Specifications, 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.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers, the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the Contractor and subcontractor from and against any and all Claims.

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

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.
6. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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

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

MARION COUNTY

Recommended by:

Brian Nicholas 11/13/2019
Director of Public Works Date

CONTRACTOR

Carter & Company, Inc.
Company

[Signature]
Signature

APPROVED AS TO FORM:

Marion County Contracts Date

Matthew Todd Carter
Name

Marion County Legal Counsel Date

President
Title

APPROVED BY:

4676 Commercial St. SE, #203
Address

Commissioner Date

Salem, OR 97302
City, State, Zip

Commissioner Date

503-371-4582
Phone Number

Commissioner Date

93-1158759
FEIN #

MARION COUNTY PUBLIC WORKS

INVITATION TO BID

FOR

THE CONSTRUCTION OF

45TH AVE: WARD DR - SILVERTON RD (SALEM)

**Miscellaneous Highway Appurtenances, Earthwork and Drainage,
Temporary Traffic Control, and Asphalt Concrete Paving and Oiling**

MARION COUNTY, OREGON

Bid Opening **September 26, 2019**

ORPIN OPPORTUNITY NO. **C25102-PW604-19**

ECMS NO. **2019 - 402**

ACCOUNTING PROJECT NO. **104431**

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron

Commissioner

Sam Brentano

Commissioner

Colm Willis

Commissioner

Brian Nicholas, Director of Public Works



EXPIRES: **12/31/2020**



EXPIRES: **12-31-2020**

Special Specifications Sections 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00210, 00220, 00225, 00280, 00290, 00294, 00295, 00305, 00310, 00320, 00330, 00331, 00340, 00350, 00390, 00405, 00430, 00440, 00442, 00445, 00470, 00490, 00495, 00596B, 00620, 00641, 00730, 00745, 00748, 00749, 00759, 00850, 00855, 00860, 00867, 00905, 00910, 00940, 00980, 01012, 01030, 01040, 01050, 01070, 02320, 02415, 02440, 02450, 02530, 02560, 02630, 02690, 02910, 02925, 02926

Special Specifications Sections 00950, 00955, 00960, 00962, 00963, 00990, 02926, 02920

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INTRODUCTION

1.1 Description of Work

Construction of Earthwork and Drainage, Water Quality Planters, Concrete Sidewalks and ADA Ramps, Traffic Signal Installation, and Asphalt Concrete Paving on 45th Ave.: Ward Dr - Silverton Rd (Salem) 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 p.m. on September 26, 2019 (Bid Closing), to Tim Beaver, Contracts Specialist, c/o Receptionist, at 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, 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 June 30, 2021.

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 through the Federal - Aid Surface Transportation Program (STP) and Transportation Alternatives Program (TAP).

Buy America provisions apply.

1.5 Class of Work

The Class of Work for this Project is: Highway Appurtenances, Earthwork and Drainage, Temporary Traffic Control, and Asphalt Concrete Paving and Oiling.

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	503-365-3100
Tom Kissinger	503-566-4139

TBeaver@co.marion.or.us
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 of ten 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/Business/Documents/2018_STANDARD_SPECIFICATIONS.pdf.

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_20170127.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 combined applicable federal prevailing wage rates and the existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing 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 Certification 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
45th Ave.: Ward Dr. to Silverton Rd. (Salem)
Sidewalk, Bike Lanes, and Drainage

BID SCHEDULE - ADDENDUM 3
ECMS NUMBER 2019-402

September 26, 2019

104431 [727A-010]

PROJECT ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1.800	HMAC MATERIAL PRICE ADJUSTMENT	0.00	As Authorized	\$1.00	
50.100	FEDERAL ON-THE-JOB TRAINING	630.00	HR	\$20.00	\$12,600.00
210.100	MOBILIZATION	1	LS	343000.00	\$343,000.00
225.050	TEMPORARY PROTECTION AND DIRECTIONS OF TRAFFIC	1	LS	75500.00	\$75,500.00
225.070	TEMPORARY SIGNS	500	SF	18.00	\$9,000.00
225.112	TEMPORARY BARRICADES, TYPE II	20	EA	45.00	\$900.00
225.114	TEMPORARY BARRICADES, TYPE III	10	EA	80.00	\$800.00
225.155	TEMPORARY STRIPING	9300	FT	0.20	\$1,860.00
225.182	PEDESTRIAN CHANNELIZING DEVICE	1200	FT	16.00	\$19,200.00
225.250	TEMPORARY REFLECTIVE PAVEMENT MARKERS	500	EA	7.00	\$3,500.00
225.276	TEMPORARY REMOVABLE TAPE	1400	FT	2.00	\$2,800.00
225.330	STRIPE REMOVAL	700	FT	1.25	\$875.00
225.450	PORTABLE CHANGEABLE MESSAGE SIGNS	2	EA	10000.00	\$20,000.00
225.490	FLAGGERS	3000	HR	55.00	\$165,000.00
225.495	TRAFFIC CONTROL SUPERVISOR	26	EA	605.00	\$15,730.00
225.510	PILOT CARS	48	HR	65.00	\$3,120.00
280.100	EROSION CONTROL	1	LS	22000.00	\$22,000.00
280.150	CHECK DAMS, TYPE 3	10	EA	95.00	\$950.00
280.191	INLET PROTECTION, TYPE 4	79	EA	55.00	\$4,345.00
290.100	POLLUTION CONTROL PLAN	1	LS	1000.00	\$1,000.00
294.150	HEALTH AND SAFETY PLAN	1	LS	1000.00	\$1,000.00
294.220	CONTAMINATED SOILS REMOVAL AND DISPOSAL	50	TN	300.00	\$15,000.00
294.240	EXTRA FOR STRIPPING DISPOSAL CONTAINING CONTAMINATED SOILS	1	LS	135000.00	\$135,000.00
295.100	REMOVAL OF ASBESTOS CEMENT PIPE	370	FT	23.00	\$8,510.00
305.100	CONSTRUCTION SURVEY WORK	1	LS	55000.00	\$55,000.00
310.100	REMOVAL OF STRUCTURS AND OBSTRUCTIONS	1	LS	100000.00	\$100,000.00
320.100	CLEARING AND GRUBBING	1	LS	50000.00	\$50,000.00
330.100	GENERAL EXCAVATION	2750	CY	18.50	\$50,875.00
331.200	12" SUBGRADE STABILIZATION	500	SY	23.00	\$11,500.00
340.100	WATERING	250	MG	24.00	\$6,000.00
350.180	SUBGRADE GEOTEXTILE	3500	SY	2.00	\$7,000.00

442.100	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	13 CY	800.00	\$10,400.00
445.114	6" STORM SEWER PIPE	1654 FT	55.00	\$90,970.00
445.124	8" STORM SEWER PIPE	733 FT	65.00	\$47,645.00
445.144	12" STORM SEWER PIPE	774 FT	70.00	\$54,180.00
445.152	15" STORM SEWER PIPE	692 FT	150.00	\$103,800.00
445.159	18" STORM SEWER PIPE	518 FT	150.00	\$77,700.00
445.167	21" STORM SEWER PIPE	2204 FT	115.00	\$253,460.00
445.174	24" STORM SEWER PIPE	809 FT	145.00	\$117,305.00
445.462	CLEANOUT, 8"	7 EA	1350.00	\$9,450.00
445.698	CONNECTION TO EXISTING STRUCTURES	2 EA	2000.00	\$4,000.00
445.699	CONNECTION TO NEW STRUCTURES	6 EA	610.00	\$3,660.00
445.712	CONNECT NEW PIPE TO EXISTING PIPE	12 EA	520.00	\$6,240.00
445.716	RELOCATE SANITARY SEWER SERVICE	200 FT	100.00	\$20,000.00
470.090	CONCRETE STORM SEWER MANHOLES	21 EA	8500.00	\$178,500.00
470.330	CATCH BASINS, YARD DRAIN, 10"	46 EA	1000.00	\$46,000.00
470.400	CONCRETE INLETS, TYPE G-2, TYPE 2 GRATE	23 EA	3300.00	\$75,900.00
470.406	CONCRETE INLETS, TYPE CG-3	1 EA	3170.00	\$3,170.00
470.410	CONCRETE DITCH INLETS, TYPE D, TYPE 1 GRATE	1 EA	3200.00	\$3,200.00
490.100	MINOR ADJUSTMENT OF MANHOLES, POST PAVING	18 EA	680.00	\$12,240.00
490.150	MAJOR ADJUSTMENT OF MANHOLES	1 EA	2140.00	\$2,140.00
490.300	ADJUST BOXES	15 EA	102.00	\$1,530.00
495.100	TRENCH RESURFACING	2900 SY	62.00	\$179,800.00
596.390	RETAINING WALL, PREFABRICATED MODULAR GRAVITY	1 LS	9000.00	\$9,000.00
620.214	COLD PLANE PAVEMENT REMOVAL, 0-4" DEEP	12800 SY	2.50	\$32,000.00
641.160	AGGREGATE BASE	5610 TN	31.00	\$173,910.00
730.100	EMULSIFIED ASPHALT FOR TACK COAT	40 TN	2.00	\$80.00
745.421	LEVEL 3, 3/8" DENSE, PG 64-22, ACP, IN LEVELING	90 TN	125.00	\$11,250.00
745.451	LEVEL 3, 1/2" DENSE, PG 64-22, ACP	2300 TN	85.00	\$195,500.00
745.481	LEVEL 3, 1/2" DENSE, PG 64-22, ACP, IN BASE PLUG	2200 TN	8.00	\$17,600.00
748.035	6" ASPHALT CONCRETE PAVEMENT REPAIR	750 SY	8.00	\$6,000.00
749.095	EXTRA FOR ASPHALT APPROACHES	31 EA	1100.00	\$34,100.00
759.100	CONCRETE CURBS, CURB AND GUTTER	7250 FT	21.00	\$152,250.00
759.120	CONCRETE CURBS, STANDARD	350 FT	32.00	\$11,200.00
759.200	CONCRETE DRIVEWAYS	15900 SF	8.25	\$131,175.00

759.202	CONCRETE DRIVEWAY CONNECTIONS	5000 SF	9.00	\$45,000.00
759.250	CONCRETE WALKS	28100 SF	7.00	\$196,700.00
759.310	MONOLITHIC CURB AND SIDEWALKS	605 SF	10.75	\$6,503.75
759.355	METAL HANDRAIL, TWO RAILS	27 FT	116.00	\$3,132.00
759.400	CONCRETE SIDEWALK RAMPS	33 EA	815.00	\$26,895.00
759.430	TRUNCATED DOMES ON NEW SURFACES	39 EA	400.00	\$15,600.00
850.102	PAVEMENT LEGEND, TYPE B: ARROWS	5 EA	275.00	\$1,375.00
850.204	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE SYMBOLS	15 EA	225.00	\$3,375.00
860.200	BI-DIRECTIONAL YELLOW TYPE I MARKERS	160 EA	6.25	\$1,000.00
861.100	PAINTED PERMANENT PAVEMENT STRIPING	24500 FT	0.25	\$6,125.00
905.150	REMOVE AND REINSTALL EXISTING SIGNS	1 LS	500.00	\$500.00
910.100	WOOD SIGN POSTS	140 FB	65.00	\$9,100.00
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	102 SF	28.00	\$2,856.00
950.150	REMOVAL OF EXISTING TRAFFIC SIGNALS	1 LS	5000.00	\$5,000.00
963.210	42 INCH DIAMETER SIGNAL SUPPORT DRILLED SHAFT	15 FT	635.00	\$9,525.00
980.090	RECTANGULAR RAPID FLASHING BEACON SYSTEM COMPLETE	1 LS	50000.00	\$50,000.00
990.150	TRAFFIC SIGNAL MODIFICATIONS	1 LS	75000.00	\$75,000.00
1012.112	WATER QUALITY PLANTER	9785 SF	62.00	\$606,670.00
1030.351	LAWN SEEDING	1 LS	5400.00	\$5,400.00
1040.130	TOPSOIL	1 LS	33000.00	\$33,000.00
1040.190	BARK MULCH	50 CY	70.00	\$3,500.00
1070.100	SINGLE MAILBOX SUPPORTS	40 EA	375.00	\$15,000.00
1070.200	MULTIPLE MAILBOX SUPPORTS	7 EA	450.00	\$3,150.00
1070.300	MAILBOX CONCRETE COLLARS	7 EA	100.00	\$700.00
1070.650	MAILBOX, LOCKING, WITH NUMBERS	15 EA	150.00	\$2,250.00
1070.700	REMOVE AND RELOCATE EXISTING CLUSTER BOX UNIT	3 EA	600.00	\$1,800.00
ECMS NUMBER 2019-402 - TOTAL EXTENSION				\$4,346,576.75

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: \$ 40,000,000-. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 10,000,000-.

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.]



Oregon

Kate Brown, Governor

Department of Transportation
Procurement Office-Construction, MS#2-2

3930 Fairview Industrial Drive SE

Salem, Oregon 97302-1166

Voice: (503) 986-2710

Fax: (503) 986-6910

Email: odotprocurementofficeconstruction@odot.state.or.us

November 26, 2018

CARTER & COMPANY INC
CAROL BERG
5050 36TH AVE SE
SALEM, OR 97317

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: December 01, 2018

Your prequalification application is valid through: November 30, 2020

Your vendor number is: CV20011115

Work Classifications:

(AB)-AGGREGATE BASE
(ACP)-ASPHALT CONCRETE PAVING AND OILING
(EART)-EARTHWORK AND DRAINAGE
(ELEC)-ELECTRICAL
(LS)-LANDSCAPING
(MHA)-MISC. HIGHWAY APPURTENANCES
(OTH1)-WORK CLASS SETTING FOR LOCAL AGENCIES

(PAI1)-PAINTING
(PAVE)-PAVEMENT MARKINGS
(PCP)-PORTLAND CEMENT CONCRETE PAVING
(REIN)-BRIDGES AND STRUCTURES
(SIGN)-SIGNING (PERMANENT)
(TTC)-TEMPORARY TRAFFIC CONTROL

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our web site at:

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/Prequalification.aspx>

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office – Construction Contract Unit website:

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/contractorplans/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecm.odot.state.or.us/cf/EBIDS/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Ivory Williams

Ivory Williams
Oregon Department of Transportation
Procurement Office - Construction Contracts Unit, MS#2-2
3930 Fairview Industrial Drive SE
Salem, Oregon 97302-1166
Phone: 503-986-2711 Fax: 503-986-6910

Experience / References

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

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

Contract #1

Location (city/state)	OR 213 e.s. Union Mills Rd, Cascade Hwy S, Clackamas Co.
Owners Name	ODOT
Type of Work	Grading, Drainage, Paving & Signing
% Completed	100%
Estimated Completion Date	6/15/18

Contract #2

Location (city/state)	SW Oleson Rd: Fanno Creek
Owners Name	Washington County
Type of Work	Construct new bridges, ret. walls, drainage & sewers + roadwork
% Completed	100%
Estimated Completion Date	05/2015

Contract #3

Location (city/state)	Washington Way Bridge
Owners Name	City of Longview
Type of Work	Earthwork, Drainage, Temp. Traffic Control, MHA, ACP
% Completed	100%
Estimated Completion Date	11/2015

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

#1 Project Owner Reference

Reference Name	Pat Oakes
Business or Employer	Washington County
Telephone	503-848-7826
Project Name/\$ Amount	SW Oleson Rd Fanno Creek \$3,667,154

#2 Project Owner Reference

Reference Name	Shon Heern
Business or Employer	David Evan + Assoc.
Telephone	503-361-8635
Project Name/\$ Amount	I-5 CA Stateline - Ashland \$23,435,983.65

#1 Subcontractor Reference

Reference Name	Casey Bochsler
Business or Employer	North Santiam Paving
Telephone	503-764-3436
Project Name/\$ Amount	Madrona Ave. 25th St Impr. \$501,852

#2 Subcontractor Reference

Reference Name	Dick McElliott
Business or Employer	James W. Fowler Co.
Telephone	503-623-5373
Project Name/\$ Amount	Big Creek Pump Station \$34,956-

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

Company: Carter & Company, Inc.
(Print or Type)

Address: 4676 Commercial St SE #203
(Print or Type)

City, State Zip Salem OR 97302
(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:

Matthew Todd Carter

Laurence J. Carter

President

Sec / Treasurer

Dated this 10th day of October, 2019

Construction Contractor's
Board Registration Number

103592

Carter & Company, Inc.
Firm Name

Signature of Bidder

Matthew T. Carter
Name Print or Type

President
Title Print or Type

Telephone No. 503-371-4582

Tax ID # 93-1158759

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Carter & Company, Inc.
 , hereinafter called the Principal, and Liberty Mutual Insurance Company, a Corporation organized and existing under and by virtue of the laws of the state Massachusetts 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 of Total Amount Bid Dollars (\$ 10%), 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 45th Ave: Ward Dr - Silverton Rd (Salem)
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 16th day of September, 2019.

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

Carter & Company, Inc.
Principal 
By: _____
Liberty Mutual Insurance Company
Surety
By: 
Attorney-in-Fact Ty Moffett



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200178-905038

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Carter & Company, inc. as PRINCIPAL (hereinafter called CONTRACTOR) and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, 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 Million, Three Hundred Forty Six Thousand, Five Hundred Seventy Six Dollars and Seventy Five Cents (\$4,346,576.75) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated _____, 2019, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of 45th Ave: Ward Dr. – Silverton Rd. (Salem).

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 45th Ave: Ward Dr. – Silverton Rd. (Salem) 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 31st day of October, 2019.

Liberty Mutual Insurance Company
SURETY

By: Ty Moffett

Title: Ty Moffett, Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Carter & Company, Inc.
CONTRACTOR

By: [Signature]

Title: President

4676 Commercial St. SE, #203
Street Address

Salem, OR 97302
City, State ZIP

(503) 371-4582
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 Carter & Company, Inc. as PRINCIPAL and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, 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 Million, Three Hundred Forty Six Thousand, Five Hundred Seventy Six Dollars and Seventy Five Cents (\$4,346,576.75) 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 _____, 2019, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of 45th Ave: Ward Dr. – Silverton Rd. (Salem).

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 31st day of October, 2019.

Liberty Mutual Insurance Company
SURETY

By: Ty Moffett

Title: Ty Moffett, Attorney-in-Fact

1605 Liberty Street SE
Street Address

Salem, OR 97302
City, State ZIP

(503) 362-2711
Phone Number

Carter & Company, Inc.
CONTRACTOR

By: [Signature]

Title: President

4676 Commercial St. SE #203
Street Address

Salem, OR 97302
City, State ZIP

(503) 371-4582
Phone Number



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200178-905038

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ty Moffett, A. G. Sadowski, Derek A. Sadowski, Tracy Stewart

all of the city of Salem state of Oregon each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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 Carter & Company, Inc.

Name/Title Matthew T. Carter, President

Address 4676 Commercial St SE #203,
Salem OR 97302

Signature 

Date 10/10/2019

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, Procurement 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 45th Ave: Ward Dr. to Silverton Rd. (Salem)
 ECMS Contract # 2019-402
 Bid Opening Date 10-10-2019 2:00 PM
 Name of Bidding Contractor Carter & Company, Inc.

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

FIRST-TIER SUBCONTRACTORS

Firm Name <u>R+R General Contractors, Inc.</u>	Dollar Amount <u>\$979,999⁵⁰</u>
Category of Work <u>Flatwork, planters</u>	

Firm Name <u>Knife River</u>	Dollar Amount <u>\$269,258⁰⁰</u>
Category of Work <u>paving</u>	

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.

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

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Project Name 45th Ave. Ward Dr. Silverton Rd (Salem) Bid Opening Date 10/10/19
9/26/19

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.

Matthew T. Carter
 Bidder's Authorized Representative (PRINT)

[Signature]
 Bidder's Authorized Representative (SIGN)

10/10/2019
 Date

Carter Company, Inc.
 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 ****
<u>R&R General Contr.</u>	<u>Concrete Flatwork</u>	<u>Sub. DBE</u>	<u>400,000.00</u>		

* 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)	ASSIGNED DBE CONTRACT GOAL %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	TOTAL DBE AMOUNT	\$
DBE Manufacturer	100% (of material expenditure amount)	TOTAL BID AMOUNT	\$
Service Provider	100% (of fee or commission)	DBE COMMITMENT	%
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

Timetable	Goal (Percent)
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 may be 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

Area	Aspirational
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.

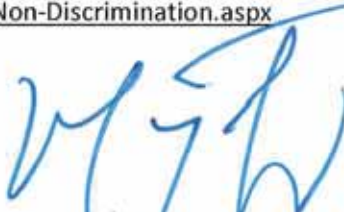
The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation 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


Matthew Garrett, Director
Oregon Department of Transportation


Date

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.

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

ASSIGNED DBE CONTRACT GOAL

The minimum Assigned DBE Contract Goal for this Project is 9%.

(Overall DBE program goal nationally is set at 10%,
Overall DBE program goal for ODOT is set at 13.1% for FHWA funded Contracts for
federal fiscal years 2015 and 2016.)

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

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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".

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"General Decision Number: OR20190001 06/14/2019

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.

Modification Number	Publication Date
0	01/04/2019
1	01/25/2019
2	02/01/2019
3	06/14/2019

BROR0001-006 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

BROR0001-007 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, PILEDRIERS 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 06/01/2018

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

	Rates	Fringes
CABLE SPLICER.....	\$ 45.68	20.60
ELECTRICIAN.....	\$ 43.50	20.54

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

MALHEUR COUNTY

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

* ELEC0659-004 01/01/2019

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.....	\$ 57.94	18.27
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 porjects 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 steer (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 Feeder; 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

* LAB00737-001 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

LAB00737-008 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; Tamper; 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; Guniting 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 WASTE 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 outlined 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 07/01/2018

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.02	12.06

PAIN0055-033 07/01/2018

	Rates	Fringes
PAINTER		
BAKER, BENTON, CLATSOP,		
CROOK, DESCHUTES, GRANT,		
GILLIAM, HARNEY,		
JEFFERSON, LAKE, LANE,		
LINN, LINCOLN, MALHEUR,		
MARION, POLK, TILLAMOOK,		
SHERMAN, UNION, WHEELER		
AND YAMHILL COUNTIES		
High work-All work 60		
feet or higher.....	\$ 24.26	11.94
Painters.....	\$ 22.47	10.10
BENTON, LANE, LINN,		

JEFFERSON, WHEELER, CROOK,
 DESCHUTES, BAKER, MALHEUR,
 GRANT, LAKE, LINCOLN,
 HARNEY, CLATSOP, GILLIAM,
 MARION, POLK, TILLAMOOK,
 SHERMAN, UNION, AND
 YAMHILL COUNTIES

Painters.....	\$ 22.51	11.94
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CLACKAMAS, COLUMBIA, HOOD
 RIVER, MULTNOMAH, MORROW,
 UMATILLA, WALLOWA, WASCO
 AND WASHINGTON COUNTIES

High work-All work 60 feet or higher.....	\$ 25.46	11.94
Painters.....	\$ 24.26	11.94

JACKSON AND KLAMATH
 COUNTIES

High Work-All Work 60 feet or higher.....	\$ 22.46	11.94
Painters.....	\$ 20.51	11.94

 PLAS0555-001 06/01/2018

ZONE 1:

Rates	Fringes
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Cement Masons: (ZONE 1)

CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 36.33	18.17
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 35.63	18.17
CEMENT MASONS.....	\$ 34.93	18.17
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 32.19	17.62

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 06/01/2018

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.52	14.62
GROUP 2.....	\$ 28.64	14.62
GROUP 3.....	\$ 28.78	14.62
GROUP 4.....	\$ 29.05	14.62
GROUP 5.....	\$ 29.27	14.62
GROUP 6.....	\$ 29.45	14.62
GROUP 7.....	\$ 29.65	14.62

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 or 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.

	Rates	Fringes
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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.

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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.

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.

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END OF GENERAL DECISION"

**AMENDMENTS TO OREGON DETERMINATION 2019-01
EFFECTIVE APRIL 1, 2019**

TRADE	BASIC HOURLY RATE	HOURLY FRINGE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE
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ELECTRICIAN

Area 1

Electrician	30.75	14.45
Cable Splicer	32.19	13.70

Reference Counties Area 1

Malheur

<u>GLAZIER</u>	38.50	21.77
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(Add \$1.00 to base rate if safety belt is required by State safety regulations)

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

<u>SOFT FLOOR LAYER</u>	28.56	17.88
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SPRINKLER FITTER

<u>Area 1</u>	39.21	24.37
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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

<u>Area 2</u>	33.75	24.11
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Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

**Brad Avakian
Commissioner
Bureau of Labor and Industries**

Effective: January 1, 2019

BRAD AVAKIAN
COMMISSIONER



CHRISTIE HAMMOND
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

January 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. 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 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.

Brad Avakian
Commissioner
Bureau of Labor and Industries

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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

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.

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.

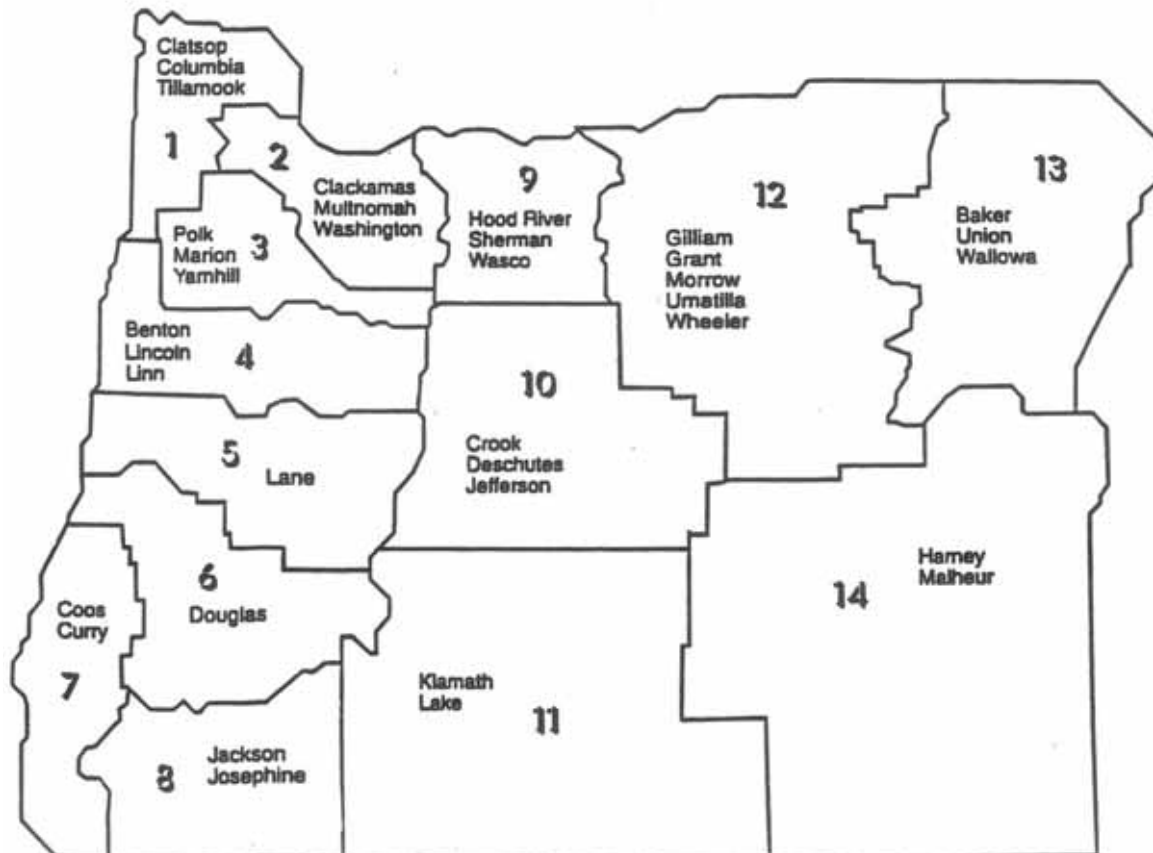
PREVAILING WAGE RATES

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	\$19.29
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	\$30.03	\$10.49
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	\$26.17	\$11.17
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	\$29.85	\$17.65
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	\$20.92	\$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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$19.29
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$19.29
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	\$30.03	\$10.49
Line Constructor	\$45.72	\$16.24
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$35.96	\$16.26
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

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	\$19.29
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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

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	\$26.17	\$11.17
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$35.96	\$16.26
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	\$29.85	\$17.65
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	\$34.93	\$17.21
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	\$20.92	\$9.12
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$33.00	\$19.29
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	\$30.03	\$10.49
Line Constructor	\$45.72	\$16.24
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$42.77	\$24.20
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	\$26.17	\$11.17
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$35.96	\$16.26
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	\$29.85	\$17.65
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	\$20.92	\$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	\$45.72	\$16.24
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
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	\$34.93	\$17.21
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	\$20.92	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.29
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
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	\$29.85	\$17.65
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	\$34.93	\$17.21
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	\$20.92	\$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	\$22.00	\$8.46
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	\$26.17	\$11.17
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$35.96	\$16.26
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	\$34.93	\$17.21
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	\$20.92	\$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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
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	\$29.85	\$17.65
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	\$34.93	\$17.21
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	\$20.92	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.29
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$42.77	\$24.20
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	\$26.17	\$11.17
Sheet Metal Worker	\$34.44	\$14.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$35.96	\$16.26
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	\$29.85	\$17.65
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
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	\$29.85	\$17.65
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	\$40.74	\$17.74
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	\$20.92	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.29
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	\$30.03	\$10.49
Line Constructor	\$45.72	\$16.24
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	\$26.17	\$11.17
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$35.96	\$16.26
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	\$29.85	\$17.65
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	\$34.93	\$17.21
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	\$40.74	\$17.74
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	\$20.92	\$9.12
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$33.00	\$19.29
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	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver	\$35.95	\$15.48
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$42.77	\$24.20
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	\$26.17	\$11.17
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	\$29.85	\$17.65
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$22.25	\$6.74

APPENDIX

JANUARY 1, 2019

Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)

JANUARY 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
Roofer.....	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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ASBESTOS WORKER/INSULATOR

48.67 22.12

Firestop Containment **30.41 17.66**

BOILERMAKER **38.60 29.04**

BRICKLAYER/STONEMASON

38.00 19.83

(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	37.64	16.83
Group 2	37.79	16.83
Group 3	38.17	16.83
Group 4	38.35	16.83
Group 5	38.17	16.83
Group 6	38.71	16.83

Zone Differential for Carpenters
(Add to Zone A Base Rate)

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

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

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

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

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

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

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

Zone G: More than 100 miles.

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).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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	32.10	20.17
Group 2	32.80	20.17
Group 3	32.80	20.17
Group 4	33.50	20.17

Zone Differential for Cement Mason
(Add to Basic Hourly Rate)

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

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

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

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

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)

DIVER	87.73	16.83
DIVER TENDER	43.73	16.83

- 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	.85 per hour
Zone 3	1.25 per hour
Zone 4	1.70 per hour
Zone 5	2.00 per hour
Zone 6	3.00 per hour
Zone 7	5.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

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

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

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles 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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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
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Diver Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
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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>
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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)	45.96	14.35
Assistant Engineer (Watch Engineer, Mechanic Machinist)	42.80	14.35
Tenderman (Boatman Attending Dredge Plant) Fireman	41.31	14.35
Fill Equipment Operator	40.14	14.35
Assistant Mate	37.44	14.35

Zone Differential for Dredgers
(Add to Zone A Base Rate)

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	37.93	16.54
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	37.93	16.54

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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	1.25 per hour
Zone C	41-50 miles	1.70 per hour
Zone D	51-60 miles	2.00 per hour
Zone E	61-70 miles	3.00 per hour
Zone F	71-100 miles	5.00 per hour
Zone G	101 or more	10.00 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	29.46	13.72
Cable Splicer	32.19	13.70

Reference Counties Area 1

Malheur

Area 2

Electrician	43.50	20.54
Cable Splicer	45.68	20.60

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	39.55	18.99
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Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
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(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 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 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 2019-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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	43.55	19.25
Cable Splicer	47.91	19.38
Lighting Maintenance/ Material Handlers	19.57	9.84

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 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Area 5

Electrician	44.85	24.87
Electrical Welder	49.34	25.00
Material Handler/ Lighting Maintenance	25.56	16.44

Reference Counties Area 5

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

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 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	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	35.19	16.80
Lighting Maintenance and Material Handlers	16.97	9.76

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

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

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	54.09	39.72
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Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
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Area 2

Mechanic	54.32	39.74
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Reference Counties Area 2

All remaining Counties

<u>GLAZIER</u>	37.76	21.19
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(Add \$1.00 to base rate if safety belt is required by State safety regulations)

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

HAZARDOUS MATERIALS HANDLER

24.53	12.18
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HIGHWAY/PARKING STRIPER

35.02	12.06
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Shift Differential

(Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)

IRONWORKER

<u>Zone 1 (Base Rate):</u>	37.00	25.87
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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
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LABORER

Zone A (Base Rate):

Group 1	29.70	13.82
Group 2	30.81	13.82
Group 3	25.77	13.82

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LINE CONSTRUCTOR

Area 1

Group 1	57.94	18.87
Group 2	51.73	18.62
Group 3	30.05	12.94
Group 4	44.49	15.12
Group 5	38.80	13.90
Group 6	33.11	13.67
Group 7	18.14	10.44

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	51.69	16.26
Journeyman Lineman	46.80	15.79
Line Equip. Operator	38.92	14.94
Groundman	27.63	12.60

Reference County Area 2

Malheur County

MARBLE SETTER **39.00 19.83**

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	23.51	12.08
INDUSTRIAL PAINTING	24.71	12.08
BRIDGE PAINTING	28.76	12.08

(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)

36.98 15.44

PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

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

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	35.79	16.58
Swinging Scaffold	36.79	16.58
Nozzleman	37.79	16.58

Zone Differential for 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 H	10.50 per hour for 8 hours

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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

Area 1 **30.50 14.57**

Reference Counties Area 1

Baker	Harney (a)	Malheur
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(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	2.50 per hour
Zone 2	3.50 per hour
Zone 3	5.00 per hour

Zone mileage based on road miles:

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

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

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

There shall be a maximum of ten (10) hours of zone pay per workday.

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2 **50.47 30.16**

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)

Area 3 **42.83 27.02**

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	43.15	14.60
Group 1A	45.31	14.60
Group 1B	47.47	14.60
Group 2	41.24	14.60
Group 3	40.09	14.60
Group 4	39.01	14.60
Group 5	37.77	14.60
Group 6	34.55	14.60

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

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 2019-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ROOFER

Area 1

Rofer	33.23	18.77
Handling coal tar pitch	36.55	18.77
Remove fiberglass insulation	36.55	18.77

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Rofer	27.30	17.29
Handling coal tar pitch	29.30	17.29
Remove fiberglass insulation	28.80	17.29

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	27.48	12.73
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(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	27.43	12.78
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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

39.42 21.12

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

26.66 18.26

Reference Counties Area 2

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

Area 3

36.90 21.17

Reference Counties Area 3

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

Area 4

32.63 19.06

Reference Counties Area 4

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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SHEETMETAL WORKER (continued)

Area 5 **32.98 19.99**

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 **27.73 18.12**

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 **30.43 17.75**

Reference Counties Area 7

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

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER **28.56 17.38**

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)

32.17 13.85

(Add \$0.50 to base rate for Refractory work)

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)
31.75 14.04

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)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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

33.00 18.33

(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, alklor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

25.29 13.24

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alklor or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

25.29 13.37

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	28.52	14.62
Group 2	28.64	14.62
Group 3	28.78	14.62
Group 4	29.05	14.62
Group 5	29.27	14.62
Group 6	29.45	14.62
Group 7	29.65	14.62

TRUCK DRIVER (continued)

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

Zone B	.65 per hour
Zone C	1.15 per hour
Zone D	1.70 per hour
Zone E	2.75 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: JANUARY 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.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A2Z Flagging LLC 731 N Hayden Meadows Dr, #107 Portland, OR 97217	May 2, 2017	May 1, 2020
2.	Atilla, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
4.	Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
6.	Russ Brotnov 22905 S Stormer Rd Estacada, OR 97023	January 5, 2017	January 4, 2020
7.	BSD OR WA. LLC 2951 NW Division St., Ste110 Gresham, OR 97030	February 11, 2016	February 10, 2019
8.	Bill Butler 4355 SE 10 th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
9.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
10.	Angela Canell 6020 NE 33 rd Circle Vancouver, WA 98661	May 2, 2017	May 1, 2020
11.	Carpentry Plus, Inc. P O Box 998 Boring, OR 97009-0998	January 5, 2017	January 4, 2020

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2019**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
12.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
13.	Concrete Works, Inc. 2425 Fischer Rd NE Salem, OR 97305	June 15, 2017	June 14, 2020
14.	Kelly Cunningham 4355 SE 120 th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
15.	Randall D. David 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
16.	Amanda Dawn Denton Olsen-Smith PO Box 1058 Willamina, OR 97080	February 11, 2016	February 10, 2019
17.	DNB Painting, Inc. 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
18.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
19.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
20.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
21.	Armond Harper 4071 N Mississippi Ave., Apt. A Portland, OR 97227	May 30, 2017	May 29, 2020
22.	Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
23.	Mountain View Flagging, Inc. 1122 NE 122 nd Ave Portland, OR 97230	September 26, 2016	September 25, 2019
24.	Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
25.	Debbie Noland 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2019**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
26.	Noland Enterprises, Inc. 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019
27.	James Noland 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019
28.	A.J. Olsen-Smith aka Alex James Olsen-Smith aka Alex J. Olsen PO Box 1058 Willamina, OR 97080	February 11, 2016	February 10, 2019
29.	Orcanco Commercial Construction, Inc. 4355 SE 10 th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
30.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
31.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
32.	Bernadine Raiford 424 NE Shaver Street Portland, OR 97212	September 26, 2016	September 25, 2019
33.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
34.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
35.	Cassie Seeley 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020
36.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
37.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
38.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2019**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
39.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
40.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
41.	Evan Williams 309 S. McLoughlin Blvd. Oregon City, OR 97045	February 29, 2016	February 28, 2019
42.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**BRAD AVAKIAN, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

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



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

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

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: Phone: () Date Contract Specifications First Advertised for Bid: Contract Amount:						Subcontract Amount: Prime Contractor Business Name (DBA): Prime Contractor Phone: () Prime Contractor's CCB Registration Number: Date You Began Work on the Project:											
(1)	(2)		(3) DAY AND DATE						(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)								TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	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 ____.															
		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
(MONTH) (YEAR)
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 97232-2180
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 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

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

Sample Calculation:

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

(Please duplicate this form for future use)



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF 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(6)): _____
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 the Oregon University System or an institution in the Oregon University System 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 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • 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)



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Contracting Agency: _____

Project Name/Number: _____

Department: _____

Estimated Construction Period: _____

ESTIMATED CONTRACTOR COSTS				TOTAL OF ALL CONTRACTOR COSTS
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item	
				\$

ESTIMATED CONTRACTING AGENCY COSTS							TOTAL OF ALL PUBLIC 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	
							\$

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)

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-
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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.

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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(c) Bid Schedule Entries - Add the following at the end of this subsection:

The Bid Schedule contains the item "1.800 ACP Material Price Adjustment" with a unit price of \$1.00. This is a stipulated price to be used to adjust the price of the ACP items incorporated in the Work according to subsection 00195.10. The "Quantity" will be the amount of the price adjustment determined after the ACP is placed.

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:

00150.00 Authority of the Engineer - Add the following subsection:

For any work performed after November 1st and before May 1st, the contractor must obtain written approval from the Engineer. The Engineer has sole discretion in determining what types of work may be performed during this time.

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 - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work:

Utility	Contact	Phone
1. City of Salem Water	Doug Priest	503 - 588 - 6063
2. Century Link	Travis Vaughn	503 - 365 – 5555
3. Comcast	David Hammill	503 - 991 - 6520
4. Salem - Keizer School District	Nathan Swenson	503 - 399 - 3031

Estimated Completion Dates:

- City of Salem August 1, 2019

The following utility companies will coordinate with the contractor and relocate once a section of the ditch on the east side has been filled to sidewalk grade, and is made accessible to the utility company as follows:

- Century Link will take up to 3 days to relocate each pedestal. Century Link will relocate improvements at 3875 45th Avenue by June 30, 2020.
- Comcast will complete all relocation work within 30 days once Century Link has completed their relocation work.
- Salem-Keizer School District's contractor Henkels and McCoy will complete their work within 14 days once Century Link and Comcast relocate their aerial lines.

Work performed concurrent with the project, shall be scheduled to minimize any delay to the contractor's construction schedule. The contractor shall make the site accessible to the respective utility company by working in another area while utility relocation work is being performed.

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. Northwest Natural	Darrell Hammond	503 - 981 - 0164
2. City of Salem Storm & Sanitary Sewer	Rich Pranger	503 - 589 - 2157
3. PGE	Kerri Arnzen	503 - 463 - 4383
4. East Salem Storm District	Matt Knudsen	503 - 588 - 5036
5. City of Salem Traffic Signal	Terry Hockett	503 - 588 - 6211

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 sentence to this subsection:

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

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.72 Indemnity/Hold Harmless - Replace this subsection, except for the subsection number and title, with the following:

To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence that happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the Contractor, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts, omissions, or the improper conduct of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any failure to comply with all applicable Laws by the Contractor or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
- Any lien filed upon the Project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party, person, or Entity described in this Subsection.

In claims against any person or Entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the Contractor's foregoing defense obligations, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the Agency, nor purport to act as legal representative of the Agency, without the prior written consent of the Agency's legal counsel. The Agency may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the Agency, or that the Contractor is not adequately defending the Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of the Agency to do so. The Agency reserves all rights to pursue any claims it may have against the Contractor. When federal transportation funding is involved, the following additional requirements apply:

- The State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (for purposes of this Subsection 00170.72 collectively "State") are additional Indemnitees.
- Neither Contractor nor Subcontractors nor any attorney engaged by the Contractor or Subcontractors shall defend any claim in the name of the State or purport to act as legal representative of the State or any of its agencies, without the prior written consent of the State's legal counsel, the Oregon Attorney

General. State may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor or Subcontractors are prohibited from defending the State, or that the Contractor or Subcontractors are not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue any claims it may have against the Contractor or Subcontractors. Contractor shall include a provision in each subcontract requiring Subcontractors to indemnify, defend (with counsel approved by the State) and hold harmless the State in accordance with this Subsection 00170.72.

SECTION 00180 - PROSECUTION AND PROGRESS

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

All Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract, including but not limited to the requirements of Subsection 00170.72. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first tier Subcontractors and those of the first tier Subcontractors with their Subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Railway Work	00170.01(e)
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
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

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

00180.41 Project Work Schedules - Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

Add the following Subsection:

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

- (1) 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.
- (2) The amount of \$200 per driveway, for each Calendar Day that driveways are left inaccessible to residents and/or businesses at the end of each work shift.
- (3) The amount of \$100 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer.

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

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the 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 bullet.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$40.00 per hour.

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:

00195.10 Asphalt Cement Material Price Escalation/De-Escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

00195.12 Steel Material Price Escalation/De-Escalation Clause - Delete this subsection and all of its subsections.

00195.13(c) Monthly Asphalt Cement Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

(c) **Monthly Asphalt Cement Adjustment Factor** - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

Adjustment = (MACMP) - (1.05% of Base)

☐

- If the MACMP is less than 95% of the Base, then:

Adjustment = (MACMP) - (0.95% of Base)

00195.13(d) Asphalt Cement Price Adjustment - Replace this subsection, except for the subsection number and title, with the following:

(d) Asphalt Cement Price Adjustment - If specified in the Special Provisions, an asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract. A price adjustment will be made for the asphalt cement contained in each ACP Pay Item. The adjustment factor as calculated in 00195.13(c) above will use the MACMP for the month the asphalt is incorporated into the Project. Using the Adjustment calculated in (c), the price adjustment for Asphalt Concrete incorporated into the project for the applicable month will be determined by the following formula:

Price Adjustment = (Adjustment) x (Asphalt Content (%)) x (Tons of Asphalt Concrete Incorporated)

The Asphalt Content (%) is the asphalt content according to the approved Job Mix Formula (JMF) for the asphalt concrete placed. The price adjustment will be entered as the quantity for the item "ACP Material Price Adjustment".

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- Delineate Chemeketa Community College, Apartment Complexes, and all business accesses with tubular markers on 10 - foot maximum spacing. Mark the access with 36 - by - 24 - inch "BUSINESS ACCESS" (CG20 - 11) signs. Locate and install these signs as directed.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23 - 2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings. Modify the "Typical Abrupt Edge Delineation" configuration by replacing the tubular markers with temporary plastic drums on 40 foot maximum spacing along the abrupt edge.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT

PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

- When pipe backfill cannot be achieved by the end of a work shift and temporary plating is not in place according to 00405.46(e), provide additional temporary traffic control measures, including flagging, as required by the Engineer and at no additional cost to the Agency.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

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

- (1) One or more traffic lanes may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2).

When working within 300 feet of the Silverton Road and Ward Drive intersections:

- Daily, Monday through Friday between 9:00 a.m. and 3:30 p.m.

When working at a distance greater than 300 feet from the Silverton Road and Ward Drive intersections:

- Daily, Monday through Friday between 7:00 a.m. and 5:00 p.m.

00220.40(e)(2) Opened Lanes - Add the following bullet:

- Friday from 5:00 p.m. until 7:00 a.m. Monday.

00220.40(e)(2)(b) Special Events - Replace this subsection, except for the subsection number and title, with the following:

The following special events will occur during this Project: Friday, October 25, 2019 and Saturday, October 26, 2019.

- PAPA Halloween Dance Concert

Keep all lanes open between 6:00 p.m. to 8:00 a.m.

Add the following subsections:

00220.40(f) Work Hours - Perform no construction activities as follows:

- Daily, Monday through Friday between 12:01 a.m. and 7:00 a.m. and 7:00 p.m. to 12:00 a.m.
- Saturday and Sunday

00220.40(g) Driveway Requirements:

- (1) Provide residents with a 24-hour notice prior to the start of driveway construction.
- (2) As the contractor elects, construct driveways by one of the following methods:

- Construct half of the driveway, and reopen the other half of the driveway not under construction by the end of the work shift.
- Construct driveway with high early strength concrete, aggregate and/or steel plates as necessary to protect the concrete during curing. Reopen driveway at the end of the work shift.

(3) Driveways to multiple residences shall be constructed, by constructing one half of the driveway at a time, so that access is maintained throughout construction.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.02(a) Temporary Signs - Add the following bullet to the end of this subsection:

- During pilot car operations, install a 12- by-12 -inch "WAIT FOR PILOT CAR" (CR4-20a) sign in private residential driveways accessing the road within the limits of the pilot car operation. Place the sign in the driveway so it faces the private residence only and is not visible to Public Traffic on the road.

In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" sign.

At accesses, side roads, or residential driveways where "WAIT FOR PILOT CAR" signs are installed, do not allow traffic to be stopped or held for longer than 20 minutes. Do not use the signs during nighttime hours.

00225.41(a)(2) Regulatory Speed Zone Signs - Add the following paragraph to the end of this subsection:

For each location of the "WAIT FOR PILOT CAR" sign, closely monitor for traffic compliance, operation, and safety each hour during pilot car operations. If operational issues are observed at stopped controlled accesses or side roads utilizing the "WAIT FOR PILOT CAR" sign, remove the sign and replace it with a flagger.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following:

Install flexible overlay pavement markers on centerline as follows.

- Place two temporary flexible overlay pavement markers 20 feet apart on center line, or as directed.
- For a 10-foot skip line, place three single temporary flexible overlay pavement markers spaced 5 feet apart with a 30-foot gap between skip lines.
- For an 8" solid white stripe, place double pavement markers abutting each other spaced 10 feet apart.
- Position to face oncoming traffic.
- Remove and replace misaligned markers at no additional cost to the Agency.

Replace the last paragraph with the following:

Remove temporary flexible markers between paving courses. The contractor may pave over the temporary non-removable tape.

Remove temporary markers from the pavement wearing course within 10 days after the placement of permanent markings. Remove temporary pavement markers without damaging the roadway surface. Flexible pavement markers may be cut within 1/8 inch of the roadway surface.

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” (CW23-14) signs.

00225.88 Traffic Control Supervisor - Replace this subsection, except for the subsection number and title, with the following:

The quantities of work performed for Traffic Control Supervisor (TCS) will be measured on the unit basis, when a Traffic Control Report is submitted according to 00225.32, and when construction requires shifting traffic control between the following stages and phases as follows

- Stage 1 – Phase 1
- Stage 1 – Phase 2
- Stage 2 – Phase 1
- Stage 3 – Phase 1
- Stage 3 – Phase 2
- Stage 4 – Phase 1
- Stage 5 – Phase 1
- Stage 5 – Phase 2
- Stage 6 – Phase 1
- Resurfacing Operations (TCS required full-time)
- In addition to TCS requirements indicated above, a TCS is required for work that requires shifting travel lanes or flagging on Silverton Road.

A maximum quantity of two TCS will be allowed for each 24 hour period. A maximum of one TCS will be allowed for a single construction work shift unless otherwise approved.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 8 inches.

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 the subsection:

Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Smoothing the ground.
- Seed disturbed soils according to 01030.43(a).

00290.20(c)(3)(a) Burnable Materials - Replace this subsection, except for the subsection number and title, with the following:

Burning is not allowed. Burnable materials become the property of the Contractor at place of origin, dispose of at the Contractor's own expense.

00290.20(c)(3)(b) Woody Matter - In the first sentence delete “may be burned according to 00290.0(c)(3) or.”

00290.20(d) Concrete and Masonry - Replace this subsection, except for the subsection number and title, with the following:

- (d) Concrete and masonry may not be used to fill basements or buried in embankments. Concrete and masonry shall become the property of the Contractor at place of origin, dispose of at the Contractor's own expense.

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) **Water Quality, Claggett Creek:**

- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and asphalt concrete, from entering waters of the state or U.S.
- The Project Engineer retains the authority to temporarily halt or modify the Project in case of damage to natural resources.

(8) **Treated Wood** - Treated wood includes any wood treated with any pesticide or wood preservatives.

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from Claggett Creek.

00290.36(a) Migratory Birds - Add the following paragraphs to the end of this subsection:

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

SECTION 00294 - CONTAMINATED MEDIA

Section 00294, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00294.00 Scope - In addition to the requirements of Section 00290 and these specifications, this work consists of the following:

- Remove and dispose of asbestos-containing materials as specified in Section 00295.
- Surficial soil samples collected adjacent to the Project Area of Potential Impact exhibited concentrations of metals and polycyclic aromatic hydrocarbons (PAHs) at concentrations exceeding published background data for the region and the Oregon Department of Environmental Quality (DEQ) Clean Fill

Determinations. Soils excavated in the top 1.5 feet within the right-of-way will need to be managed according to Oregon Administrative Rule (OAR) 340-093 Solid Waste: General Provisions and Oregon Department of Transportation (ODOT) Directive GE 14-01(D) Management of Surface Soils Removed within Operational Right of Way.

- An analytical report for soils dated June 9, 2017 is available upon request.
- For disposal at a permitted facility, collect soil samples for testing at a DEQ certified laboratory.
- Prepare a Health and Safety Plan (HASP) for the removal of asbestos-containing materials.

00294.03 Submittals - Submit the following documents:

- A site-specific HASP at least 10 Calendar Days before the pre-construction conference.
- Modifications to the HASP that are requested by the Engineer within seven Calendar Days of the request.

00294.05 Health and Safety Plan - Prepare a site-specific HASP that meets or exceeds the requirements of 29 CFR 1910.120 and include a personnel and equipment decontamination plan that details how decontamination media will be contained and disposed.

Maintain a copy of the HASP on site at all times and readily available to employees and inspectors during construction activities. If additional information becomes available regarding the site-specific conditions, revise the HASP and submit the revised version to the Engineer. Review of the HASP by the Engineer does not indicate that the HASP is fully compliant with State or federal requirements. Compliance is the responsibility of the Contractor. Review by the Engineer will not impose liability upon the Agency or relieve the Contractor of responsibilities under the Contract.

Do not begin work in contaminated areas until the Engineer provides written acknowledgment of the HASP.

All personnel entering contaminated areas shall follow the requirements of the HASP.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- Hazardous Waste Operations and Emergency Response (HAZWOPER) trained workers (29 CFR 1910.120) that:
 - Meets the HAZWOPER training requirements.
- A Supervisor that:
 - Meets the HAZWOPER training requirements plus completed an 8-hour HAZWOPER supervisor training course.

Construction

00294.40 Contaminated Soil Excavation - Excavate and handle contaminated soil according to the following:

- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.

00294.41 Contaminated Soil Management - Reuse, recycle, or dispose of contaminated soil according to the following:

- **Landfill Disposal:**

- Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
- Transport the contaminated soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal. Dispose of temporarily stored contaminated soils within 30 days of beginning excavation work or before Second Notification, whichever occurs first.
- Complete and sign all manifests and bill - of - lading forms for handling, loading, transporting, and disposing of the contaminated soil.
- Pay all filing and permit fees.

- **Reuse On-Site:**

- Temporarily stockpile the contaminated soil excavated to a depth of 18 inches.
- Reuse the contaminated soil as embankment within the project limits when possible.
- When soils can be reused within the county right-of-way, no action will be needed.
- Transport all contaminated soil that is not reused on the Project within 30 Calendar Days of completing on-site reuse or before Second Notification, whichever occurs first, to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill (or a permitted recycling facility).

Add the following bullets to the subsection:

- **Clean Fill** - Soils under the existing asphalt can be managed as clean fill and made the property of the contractor
- **Soils Excavated to a Depth of 18 Inches** - Soils excavated to a depth of 18 inches within the county right-of-way shall be managed according to Oregon Administrative Rule (OAR) 340-093 Solid Waste: General Provisions and Oregon Department of Transportation (ODOT) Directive GE 14 - 01(D) Management of Surface Soils Removed within Operational Right of Way.

Measurement

00294.80 Measurement - No measurement of quantities will be made for health and safety plan.

The quantities of contaminated soil removed will be measured on the weight basis, based on the recycling or disposal facility weigh tickets.

Payment

00294.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following item

Pay Item	Unit of Measurement
(a) Health and Safety Plan	Lump Sum
(b) Contaminated Soil Removal.....	Ton

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

SECTION 00295 - ASBESTOS MATERIALS

Section 00295, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00295.00 Scope - The Agency has determined the water line, or a portion thereof, located within the project limits is made of asbestos cement (AC). If asbestos cement pipe is damaged during construction, comply with all state and federal regulations.

00295.02 Definitions - Refer to Oregon Administrative Rules (OAR) 340-248-0010 for a list of applicable definitions.

00295.03 Submittals - The following forms and reports are required:

- **Non-friable Asbestos** - Containing Material (ACM) Removal - If non-friable asbestos-containing material, in good condition, is being removed the Contractor must file DEQ notification form ASN 6 and pay the appropriate fee. The notification must be received by the DEQ Business Office at least 5 days before the start date of the asbestos abatement project. For emergency situations, a waiver of the 5-day waiting period may be granted by DEQ. Provide copies of all forms to the Engineer.
- **Friable Asbestos** - Containing Material Removal - If friable asbestos-containing material is being removed the Contractor shall file DEQ notification form ASN 1 and pay the appropriate fee. The notification must be received by the DEQ Business Office at least 10 days before the start date of the asbestos abatement project. For emergency situations, a waiver of the 10-day waiting period may be granted by DEQ. Provide copies of all forms to the Engineer.

Labor

00295.30 Personnel Qualifications:

- **Non-friable Asbestos-Containing Material** - When non-friable asbestos-containing material in good condition is being removed, a DEQ licensed asbestos contractor or DEQ certified worker is not required as long as DEQ rules and guidelines are followed. The Contractor shall refer to the DEQ guideline titled "How to Remove Non-friable Asbestos Cement Pipe" for non-friable asbestos cement pipe removal. Comply with OSHA rules for working with asbestos.
- **Friable Asbestos** - Containing Material - If the AC pipe becomes shattered, damaged, pulverized or badly weathered it is considered friable and may release asbestos fibers. If the AC pipe becomes friable, stop work immediately and promptly contact a DEQ licensed asbestos abatement contractor and notify the Engineer.

When disturbed materials will contain more than 1% friable or damaged asbestos fibers and covers more than 3 square feet (or 3 lineal feet), provide employees meeting the following requirements:

- A current Oregon DEQ Asbestos Abatement Contractor license.
- A current Oregon DEQ Certified Supervisor meeting the requirements of OAR 340 - 248 - 0130.
- Current Oregon DEQ Certified asbestos workers meeting the requirements of OAR 340 - 248 - 0130

Ensure the DEQ Certified Supervisor is on site and overseeing work whenever friable asbestos containing materials are disturbed or removed.

Construction

00295.40 Asbestos Removal - Comply with 29 CFR 1910, 29 CFR 1926.1101, 40 CFR 61, 40 CFR 763, OAR 340-248, ORS 468A and the following:

- Before beginning asbestos removal work, sign and submit all notifications and pay all fees to DEQ. Provide copies to the Engineer.
- Complete and sign all manifests and bill-of-lading forms for transporting and disposing of the ACM. Provide copies to the Engineer.
- Maintain the ACM in an undamaged and non-friable condition by keeping the material wet during demolition or by using methods approved by DEQ.
- Keep material sealed during transport to the disposal facility. Transport and dispose of all ACM according to OAR 340-248-280 and OAR 340-248-290.
- Do not crush asbestos containing pipe and do not cut or break each pipe section into more than 3 pieces.
- Handle asbestos containing pipe according to the DEQ Publications "Asbestos Advisory for those who work with AC Water Pipe" and "How to Remove Asbestos (AC) Water Pipe – A Guide for Meeting DEQ Rules".

When materials are identified as having 1% or less asbestos and covering more than 3 square feet remove and dispose of the materials according to 29 CFR 1926.1101, where that regulation refers to "asbestos" rather than "asbestos containing material" or "ACM".

When abandoned AC pipe is exposed during construction activities the Contractor shall remove the exposed AC pipe in accordance with 00295.40. If the exposed asbestos cement pipe is under an existing roadway, the asbestos cement pipe may be left in-place and buried when approved by the Engineer. Asbestos cement pipe left in-place and buried must be filled with CLSM, provide documentation submitted to the Engineer.

The Contractor is responsible for taking and recording any measurements that are required in the appropriate DEQ forms.

Measurement

00295.80 Measurement - Measurements for asbestos pipe removal will be made based on a length basis for asbestos cement pipe removed. No separate measurements will be made for non-friable or friable asbestos cement pipe removed.

Payment

00295.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following item

Pay Item	Unit of Measurement
(a) Cement Asbestos Pipe Removal	Foot

No separate payment will be made for nonfriable or friable asbestos cement pipe removed.

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to these Special Provisions and the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

00305.05 3D Engineered Models - If the Contractor elects to use the 3D Engineered Models to control the work, provide unstamped 3D Construction Models according to 00150.35 which include the following:

- A detailed outline and list of the pay items and Work that will be controlled by the 3D Construction Models.
- A narrative outlining any differences between the Agency-prepared 3D Engineered Models and the 3D Construction Models.
- A copy of the 3D Construction Models that will be used by the Contractor's equipment for machine guidance or verification, that include and represent the Agency - prepared 3D Engineered Models with changes identified in the narrative. Provide files in LandXML format or as directed.

00305.20 Engineered Digital Data Exchange - Exchanges in digital data shall be in the following formats:

- **Alignments (Horizontal and Vertical)** – LandXML alignments.
- **CAD (graphics)** – AutoCAD Design File (.dwg)
- **Coordinates (1D, 2D, and 3D)** – LandXML coordinates and Comma Separated Values Text File (.csv)
- **Digital Terrain Model (DTM)** – LandXML surface.

Construction

00305.40 The Pre-Construction Survey - In the Construction Surveying Manual for Contractors, delete "CHAPTER 7 – THE PRE-CONSTRUCTION SURVEY."

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work". Submit a schedule of values for the item construction survey 10 days before the starting survey work. The amount allowed for payment cannot exceed the reasonable value of the work performed.

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

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.91 Payment - The accepted quantities of removal work done on a lump sum basis will be paid at the Contract lump sum amount for the following items:

Pay Item	Unit of Measurement
(a) Removal of Structures and Obstructions.....	Lump Sum
(b) Removal of Existing Traffic Signal.....	Lump Sum

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.01 Areas of Work – In the first sentence replace “...the clearing lines are 10 feet outside...” with “...the clearing lines are 3 feet outside...”.

00320.40(a) Clearing Trees and Other Vegetation - Add the following paragraph to the end of this subsection:

Comply with section 00294 for the removal and disposal of contaminated soils.

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Furnish work zone fencing from the QPL according to 00225.12(e). Place work zone fencing around designated no work zones, and critical root zones of marked trees, or as directed.

To protect no work and critical root zones, do not begin construction or move equipment onto existing landscaped and/or vegetated areas, until after the work zone fencing is installed.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

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

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

00330.93 Excavation Basis Payment - Add the following paragraphs:

The estimated total earthwork quantity is 3,850 cubic yards in its original position, and includes quantities paid for under the following items listed in the "Schedule of Items."

- Clearing and Grubbing (4" depth) – 1,100 cubic yards
- General Excavation – 1,350 cubic yards
- Embankment in Place – 1,400 cubic yards

No subsidence, settlement, shrinkage or swell factors have been applied to the estimated quantities. The estimated quantities are an "approximate only", it is the bidder's responsibility to determine the actual quantities.

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

This item includes excavating, selecting, handling, hauling, placing, and compacting materials as specified.

Delete the paragraph that begins "Excavation of unstable...".

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.00 Scope - Add the following paragraph:

This work is included in the Specifications as a contingency. Do not begin subgrade stabilization unless directed by the Engineer, and only after the work performed according to Section 00330 are found inadequate by the Engineer.

00331.80 Measurement - Add the following paragraph:

The quantity for Subgrade Stabilization in the Schedule of Items is an estimate only.

00331.90 Payment - The accepted quantities of subgrade stabilization will be paid at the Contract unit price, per square yard, for the item "12 Inch Subgrade Stabilization".

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.10 Materials - In the first sentence add "a quality compliance certification for" between "Furnish" and "Materials...".

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.01 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".

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value - See 02001.02 for definition.

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications modified as follows:

00442.00 Scope - Add the following sentence:

Upon abandonment of the existing City of Salem waterline and at the direction of the Engineer, fill the abandoned portion of the waterline with CLSM.

00442.80 Measurement - Add the following to the end of the first sentence:

, except for CLSM used to fill abandoned waterline. Measurement for CLSM used to fill the abandoned waterline will be based on a volume basis.

The quantity for Controlled Low Strength Material (CLSM) in the Schedule of Items is an estimate only.

00442.90 Payment - Replace this subsection with the following:

00442.90 Payment - Payment for CLSM used to fill the abandoned waterline will be based on the accepted quantities of structures will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Controlled Low Strength Material (CLSM).....	Cubic Yard

Item (a) includes furnishing caps, plugs and materials necessary to seal the waterline as specified.

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

No separate or additional payment will be made when CLSM used other than to fill in the asbestos pipe.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.80(a) Pipes - In the first bullet after the word "applicable"add "to the nearest foot"

Add the following subsections:

00445.80(k) Connections - Connecting a new or existing pipe to a new or existing structure will be measured on the unit basis.

00445.80(l) Relocate Sanitary Sewer Service - Relocating sanitary sewer services will be measured on the unit basis.

The quantity for Relocating Sanitary Sewer Services in the Schedule of Items is an estimate only.

00445.80 Measurement - Delete sections 00445.80 (b) and 00445.80 (c). No separate measurement will be made for pipe fittings.

00445.91 Payment - Add the following to the list of pay items:

Pay Item	Unit of Measurement
(m) Cleanout, 8 Inch	Each
(n) Connection to Existing Structures.....	Each
(o) Connection to New Structures	Each
(p) Connect New Pipe to Existing Pipe	Each
(q) Relocate Sanitary Sewer Service	Each

Items (m), (n), (o), (p) and (q) includes all fittings required to complete the work.

In the paragraph that begins "No separate...." Add the following bullet:

- Pipe tees, pipe wyes, and slip joints

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

Add the following Subsections:

00470.18 Yard Drains - Furnish 10 inch round PVC inlets with a cast iron or ductile iron grate.

00470.48 Temporary Catch Basin Weep Holes - When construction spans multiple construction seasons and a final paved surface is not provided at the end of the construction season, provide temporary 1-inch maximum diameter weep holes in the catch basins to drain low areas caused by temporary asphalt patching.

Prior to final asphalt paving, grout all temporary weep holes.

00470.90 Payment - Replace the pay items and first paragraph after the list with the following:

Pay Item	Unit of Measurement
-----------------	----------------------------

- (a) Concrete Storm Sewer Manholes Each
- (b) Concrete Inlets, Type G - 2 Each
- (c) Concrete Inlets, Type CG - 3 Each
- (d) Concrete Ditch Inlets, Type D Each
- (e) Catch Basins, Yard Drain, 10 Inch Each

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications, modified as follows:

00490.46(c) Raising Tops of Manholes - Replace the first sentence with the following:

Adjust manholes according to Standard Drawing RD360, Method “C”. Provide concrete according to Section 00440.

00490.46(e) Metal Manholes - Delete this subsection.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.40 General - Replace the first sentence with the following:

Trim all loose fragments from abutting edges of the existing pavement. Furnish emulsified asphalt according to 00705, apply emulsified asphalt tack coat along the edges of existing asphalt. Place 6 inches of ACP, or the thickness of the existing pavement, whichever is greater. Place ACP according to 00745.

00495.40(a) Asphalt Concrete Paving - In the first sentence delete “Sections 00744 and”

00495.40(f) Aggregate Base - Add the following:

Place 12 inches aggregate base or the thickness of the aggregate base removed, whichever is greater. Place aggregate according to 00641.

00495.80 Measurement - Add the following:

No measurements will be made for trench resurfacing that falls outside the asphalt road surface.

00495.90 Payment - Add the following:

No payment will be made for trench resurfacing that falls outside the asphalt road surface or within the area identified as “reconstruct asphalt roadway” as shown in the project plans.

SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS

Comply with Section 00596B of the Standard Specifications modified as follows:

00596B.01 Proprietary Prefabricated Modular Walls - Add the following paragraph and bullet list to the end of this subsection:

Select one of the following preapproved Prefabricated Modular proprietary retaining wall systems.

- Ultrablock Retaining Wall System, provided by Ultrablock, Inc., Website:
<https://www.ultrablock.com/index.html>

- Anchor Diamond Pro Retaining Wall System, provided by Anchor Wall System, Inc., Website: <https://www.anchorwall.com/>
- Keystone Standard Retaining Wall System, provided by Keystone Retaining Wall Systems, Website: <http://www.keystonewalls.com/>
- Or other Engineer approved equal.

00596B.13(b) Metal Bin Gravity Walls - Delete this subsection.

00596B.13(c) Gabion Baskets - Delete this subsection.

00596B.44(c) Gabion Walls - Delete this subsection.

00596B.44(d) Metal Bin and Precast Concrete Bin Walls - Delete this subsection.

00596B.80 Measurement - Add the following to the end of this subsection:

The estimated quantity of retaining wall is: 500 square feet.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

00620.43 Maintenance Under Traffic - Traffic will be allowed on the cold planed surface up to 2 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to section 00748.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either 3/4"-0 or 1"-0 size.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.46(b) Depositing - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing Courses where the continuous length of the Panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

00745.49(c) Thin Pavement - Replace the paragraph that begins "Perform breakdown and intermediate rolling..." with the following paragraph:

Use ODOT TM 301 "Establishing Roller Patterns for Thin Lifts of ACP" to establish the rolling pattern for compaction. Use the roller pattern from ODOT TM 301 or four Coverages, whichever is greater. Complete additional Coverages as directed.

Add the following subsection:

00745.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

00745.80 Measurement - Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for asphalt cement used in the mixture.

00745.95 Price Adjustment - Delete this subsection.

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.00 Scope - Add the following paragraph:

This work is included in the Specifications as a contingency. Do not begin Asphalt Concrete Pavement Repair unless directed by the Engineer.

00748.80 Measurement - Add the following paragraph:

The quantity for Asphalt Concrete Pavement Repair in the Schedule of Items is an estimate only.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

Add the following subsection:

00759.02(c) ADA Certification for Contractors - For all supervisory personnel who will directly supervise the sidewalk ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

00759.03 Preplacement Conference - Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the sidewalk ramp Work must attend the preplacement conference.

Add the following subsection:

00759.22 Smart Level - Slopes will be verified with the use of a 24- inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24-inch level to measure slopes.

Add the following subsection:

00759.31 Qualifications - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the sidewalk ramp Work.

00759.90 Payment - Add the following subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the sidewalk ramp Work.

No separate payment will be made for high early strength concrete or temporary steel plating used to provide access to driveways.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS – PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

Add the following subsection:

00940.12 Sign Coatings - Furnish all new signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of the 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 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Add the following after the electrical systems definition:

The electrical system to be removed under this Contract at Silverton Road NE/45th Avenue NE includes but is not limited to the following:

- Traffic signal pole
- Mast arm
- Hardware
- Junction Boxes
- Wiring
- Traffic Signal Foundation according to 00950.41

00950.42 Salvaging and Stockpiling Materials - Add the following to the end of this subsection:

The following materials will remain the property of the Agency:

- Traffic Signal Heads
- Video Detection Cameras

Traffic signal heads and video detection cameras shall remain property of the Agency, all other equipment shall become property of the Contractor and removed from the project site. Contact Shane Ottosen Jr., Project Engineer at 503-365-3104, 48 hours prior to removing the existing traffic signal equipment.

Equipment damaged or missing during removal shall be replaced at no cost to the Agency.

00950.90 Payment - Replace the first sentence with the following:

Payment for work performed under this section will be made by method "A".

SECTION 00955 - TEMPORARY TRAFFIC SIGNAL

Section 00955, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00955.00 Scope - This work consists of installing a temporary traffic signal system as shown or specified.

- (a) Maintain an operable traffic signal at the Silverton Road NE/45th Avenue NE intersection at all times unless flaggers are utilized. Prior to turning off the traffic signal, contractor shall provide the Engineer a

plan for flagging this intersection (including times and duration) during signal deactivation. Contractor to coordinate with City of Salem Traffic Signal maintenance crews when turning off this traffic signal.
(b) Cover any vehicle signal or pedestrian signal heads not in use.

Materials

00955.20 General - Temporary traffic signals shall use existing and new equipment as identified on the plans and according to 00955.00.

Maintenance

00955.30 General - After successful turn on, perform all maintenance of the temporary traffic signal installation until it is removed. After notification by the Agency, if the contractor is not able to respond to a maintenance request, Agency electricians will make repairs at the Contractors expense.

Construction

00955.40 General - Construct temporary traffic signals according to the plans and 00950, 00960, 00990, 02920, and 02925.

Measurement

00955.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00955.90 Payment - No separate or additional payment will be made for work performed under this Section. The accepted quantities of work performed under this subsection will be paid for at the Contract unit price, per unit of measurement, for each item that appears in the Bid Form and specified below.

Payment for temporary traffic signal operations during construction of the Silverton Road NE/45th Avenue NE Traffic Signal will be included in payment made at the Contract Lump Sum amount for the pay items as specified in 00990.90. This work also includes maintaining the existing communications.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.41(f) Disposition of Materials - Replace this subsection title with the title "**Disposal of Materials**".

00960.43 Foundations - Add the following to the end of this section:

Finish grade on all traffic signal pole foundations is 3.5 inches above the adjacent finish grade of the sidewalk.

- Install a grout pad following installation and raking of the pole to transition from the bottom of the pole to the adjacent finish grade.
- Install a weep hole through the grout pad to provide drainage under the pole.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications modified as follows:

00962.05(a) Traffic Signal Mast Arm Supports - Replace subsection with the following:

00962.05(a) Traffic Signal Mast Arm Supports - Design all traffic signal poles, mast arms, luminaire arms, and foundations according to the AASHTO Standard Specifications listed in subsection 00962.01, of these Special Provisions, with the following design factors and specifications.

- (1) All engineered details and drawings which are not prepared by the Owner, but are required in the Contract Documents, shall be submitted for review prior to fabrication.
- (2) Designs, details, plans, and calculations shall be prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.

(3) Traffic Signal Mast Arm Supports

(a) Design factors include:

Basic wind speed (3 second gust)	95 mph
Gust factor (G)	1.14
Importance Factor (Ir)	1.0 (50 year recurrence interval)
Fatigue Category	II

- (4) Design all metal poles with self -supporting upsweep arms similar to the details shown.
- (5) The design, fabrication, and installation of metal poles shall be round or 16 sided nearly round in shape, and conform to the requirements of Drawings T-750, T-751, and T 752 enclosed after these Special Provisions.
- (6) All traffic signal pole drawings shall be submitted for the review and approval of the Engineer prior to fabrication.
- (7) Design of Non-Standard Foundations - Design non-standard foundations according to the ODOT Traffic Structures Design Manual.

00962.05(c) Illumination Supports - Add the following to the end of this subsection:

The following standard illumination pole drawings are prequalified for use on the Project:

Ameron Pole Products Division	Drg. OR7, Rev. C, 1/02 Drg. OR8, Rev. C, 1/02 Drg. OR9, Rev. E, 2/02
Union Metal Corp.	Drg. 71049 - B18 sh 1, R3, 2/99 Drg. 71049 - B18 sh 2, R3, 2/99 Drg. 71049 - B19 sh 1, R3, 2/99 Drg. 71049 - B19 sh 2, R3, 2/99
Northwest Signal Supply	Drg. NWS2285M, 9/00
Valmont Industries Inc.	Drg. DB00386 page 1, Rev. D, 1/23/15 Drg. DB00386 page 2, Rev. D, 1/23/15 Drg. DB00386 page 3, Rev. D, 1/23/15 Drg. DB00386 page 4, Rev. D, 1/23/15 Drg. DB00387 page 1, Rev. D, 1/16/15 Drg. DB00387 page 2, Rev. D, 1/16/15 Drg. DB00387 page 3, Rev. D, 1/16/15

Add the following subsection:

962.11 Steel Traffic Signal Poles - Furnish steel pole materials meeting the requirements shown on Drawings T - 750, T - 751, and T - 752 enclosed after these Special Provisions.

SECTION 00963 - SIGNAL SUPPORT DRILLED SHAFTS

Comply with Section 00963 of the Standard Specifications modified as follows:

00963.47(a) Concrete Placement - Replace the paragraph that begins "Unless otherwise approved, allow..." with the following paragraph:

Allow a maximum of 60 minutes between concrete placements and use no concrete older than 90 minutes from batch time. Use procedures for concrete placement which ensure that the concrete within the shaft becomes a monolithic, homogeneous unit.

SECTION 00980 - RECTANGULAR RAPID FLASHING BEACONS

Section 00980, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00980.00 Scope - In addition to the requirements of 00920, 00930, 00940, 00960, 00990, and 02925, and ODOT/ APWA, install a solar powered Rectangular Rapid Flashing Beacon System for pedestrian crossing, designed to operate 24 hours per day, 7 days per week, with the beacons flashing for a minimum of 500 crossings per day. The system will operate with no loss of load during all months of the year. Submit a solar sizing report that supports the system design to the Engineer.

Each system will consist of two poles, with wireless communication between the poles, so when a pedestrian activates the flashing beacons on one pole, the flashing beacons on the other two poles are also activated.

00980.001 Acronyms

RRFB – Rectangular Rapid Flashing Beacon

00980.02 Equipment List and Drawings - Furnish equipment listed on current ODOT "Blue" and "Green" sheets, marked as instructed to eliminate the need for catalog cut sheets.

System components shall include, but not be limited to the following:

- Poles, pole bases, foundations, and anchoring hardware.
- Controllers/cabinets.
- Solar system and batteries.
- Wireless communication components/elements.
- Rectangular rapid flashing LED light bars
- Crosswalk signage and mounting hardware.
- Pedestrian push buttons.
- Remote monitoring, managing and communication system components.

Materials

00980.10 Equipment - Furnish the following equipment:

00980.10(a) Pole, Foundation, and Pole Base - Furnish the following Pelco system or an approved equal:

- Model No. PB-5336 – Aluminum frangible base, 4-inch breakaway with access door and mounting hardware.
- Model No. PB-5325 – Base collar assembly.
- Furnish and install pole caps.
- Construct pole and foundation as on the Drawings.

00980.10(b) Cabinet and Controller - The following Electrotechnics Corporation cabinet and controller are preapproved for this project.

The cabinet shall be sized for the appropriate operational components and remote communication equipment.

Furnish an Electrotechnics Corporation (ELTEC) cabinet that includes the following:

- Model No. NEMA 3R - Aluminum cabinet with screened vents for air flow, tamper and vandal resistant stainless steel hinges, and a hinged door equipped with a lock.
- Furnish a removable control panel to which all control circuit components mount, and necessary rigid mount for a 4 inch ID pole with 4.5 inch outside diameter pole clamps.
- Furnish all necessary hardware for proper mounting.

Furnish an Electrotechnics Corporation (ELTEC) controller that includes the following:

- Compatible for a solar powered configuration .
- Completely programmable from a windows - based or other Agency approved software.
- Equipped with a modem and GPS receiver/antenna.
- Include standard network service and wireless and/or radio components necessary for remote monitoring and configuration.
- Include an audible messaging option.

The control panel containing the electronics shall include a solar charge controller and wireless communications between units, and be mounted in the cabinet using bolts with wing nuts for quick and easy removal for ease of component replacement. The solar panels, load, and battery shall be fused for short circuit protection and ease of system maintenance.

The controller shall have the capability to adjust the brightness of the flashing beacons as outside lighting levels change between day and night (brighter during the day and less bright at night). Additionally, the controller shall have the capability to flash the rectangular rapid flashing LED light bar at the rapid wig-wag “flickering” flash pattern.

00980.10(c) Wireless Communications - Each system shall communicate wirelessly between the two poles. No trenching or boring will be permitted. The radio transmitter and receiver will use an unlicensed frequency. A countdown timer will be part of the wireless communication system to ensure that the lights will flash for a period that will allow pedestrians to safely cross the street. The amount of time will be determined by the Engineer.

The initiation of the signal for the flashers to commence flashing will be by pedestrian push button. Each time a pedestrian pushes a button, the countdown timers will reset to the preset count down time; thus allowing the beacons to flash for a full cycle for this pedestrian.

00980.10(d) Solar System and Battery - Solar panels shall be a total array size of 145W, top-mount, and the battery shall be 12VDC, 110 AH, side-mount, providing a minimum of 15 days of back-up battery power in the absence of sunlight while operating at full brightness.

00980.14(e) Flashing Beacons - Furnish directional rectangular rapid flashing beacon LED light bars with smaller secondary lights mounted on each end for pedestrian notification.

00980.15(f) Crosswalk Signs and Hardware – Furnish crosswalk signs with mounting hardware as shown on the Drawings.

00980.16(g) Pedestrian Push Buttons - Furnish Polara 2 - wire with LED and tone push buttons, or an approved equal.

00980.17(h) Remote Monitoring, Management and Communication System - The Rectangular Rapid Flashing Beacon System shall be equipped with all necessary hardware and software components/elements to allow remote control communication, management, and monitoring of the units. Remote communication system shall use standard network cellular telephone service or be radio based. The remote management and control system proposed shall include a modem and GPS receiver/antenna, standard network service, wireless components or radio transmitters and receivers, and software necessary for remote monitoring and configuration.

The remote communication system shall be accessible from a central system or web-enabled computer, and be capable of uploading and implementing equipment preset operating levels, monitor and transmit unit location, status of battery, and solar voltage and amperage, timer configurations, and number of pushbutton activations. The system shall be able to automatically send text, email or radio alerts to preselected recipients in the event pre-set functioning thresholds fall below set limits. The system shall be capable of organizing data, performing data analysis, and generating comprehensive reports showing usage trends and data, status, and historic operating performing data reports.

The system shall include a one year service and support network usage contract.

Labor

00980.30 Licensed Electricians - Furnish licensed electricians according to 00960.30.

Construction

00980.40 Excavation - Remove and replace sidewalks, paved surfaces, and other materials as necessary. Restore all disturbed areas as shown on the Drawings.

00980.75 Warranty - Furnish a Manufacturer's Warranty for the all Rectangular Rapid Flashing Beacon system components for a Warranty period of one year. The Warranty starts on the date the Engineer accepts the Work and authorizes final payment. The Warranty shall provide for replacement of Equipment as necessary to restore full functionality of all Rectangular Rapid Flashing Beacon system components in the event of failure, at no additional cost to the Agency.

Measurement

00980.80 Measurement - The quantities of work performed under this section will be measured on the unit basis by count of systems installed complete.

Each system includes two poles with the all the required components as outlined in 00980.10(1) through 00980.10(8).

Payment

00980.90 Payment - The accepted quantities of work performed under this section will be paid for at the contract unit price, per unit of measurement, for the following item:

Pay Item	Unit of Measurement
(a) Rectangular Rapid Flashing Beacon System Complete	Lump Sum

Payment will be payment in full for furnishing and installing the rectangular rapid flashing beacon system complete, and for furnishing all equipment, labor, and incidental necessary to complete the work as specified.

Item (a) includes furnishing and installing all required hardware and software items to adequately and remotely communicate, manage and monitor operational and usage features of the Rectangular Rapid Flashing Beacon System, including but not limited to a modem and GPS receiver/antenna, standard network service, wireless components or radio transmitters and receivers, and other necessary appurtenant items for remote communication, management, and monitoring as necessary for a fully functioning and operational system.

The synchronized activation of all flashing beacons shall be maintained under the proposed installation layout.

No separate or additional payment will be made for the following:

- The foundation and foundation hardware.
- Poles, pole bases, and base collars.
- crosswalk signs and installation hardware
- Solar panels
- Batteries
- Controllers, controller cabinets, and controller cabinet equipment
- Wireless radio communications,
- System configuration and activation, rectangular rapid flashing LED light bar,
- Clamps, fasteners, wiring necessary for a fully functional, operational, and City - traffic - system integrated unit.

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

00990.42(h) Audible Pedestrian Signals - Replace this subsection, except for the subsection number and title, with the following:

00990.42(h) Audible Pedestrian Signals - Install audible pedestrian signals for each pedestrian phase.

(1) Furnish audible pedestrian signals comprised of the following:

- The system shall be composed of two components; the driver module and the pedestrian station. The pedestrian station housing shall be black in color.
- The driver unit shall be designed to mount in the existing Cabinet.
- The pedestrian station shall contain the push button, speaker, LED, instruction sign, raised directional arrow, and the vibro tactile device. The pedestrian station shall be designed within the following parameters:
 - The surface of the pushbutton shall be orientated parallel to the direction of the associated crosswalk.
 - The raised directional arrow shall be orientated parallel to the direction of the associated crosswalk.
 - Either the push button or all raised arrows shall be vibro-tactile equipped.
 - The instruction sign shall be an MUTCD R10-4B modified legend with optional arrow.

(2) The system shall produce a locating tone. Both the locating tone and audible message or sound shall be self-adjusting in volume based on ambient noise levels.

The audible sound shall be capable of being programmed with a verbal message or the standard fast-ticking percussive tone. The push buttons shall also be supplied by the manufacturer with a pre-programmed verbal message that includes the appropriate street name.

- (3) The push button shall be equipped with a red LED to indicate that the button has been activated, and the LED shall remain on until the "WALK" signal is in effect. The minimum viewing angle of the LED shall be 120 degrees.
- (4) Activation of the push button shall occur within 125 ms ($\frac{1}{8}$ second) or less from any intentional depression or slapping of the pushbutton. The device shall produce an audible "beep" sound so that pedestrians may also have an audible cue that the button has been activated.
- (5) The push button shall be designed so that the electrical contacts/input device is wired in parallel or in a fail-safe combination so that if any part of the audible pedestrian signal system should fail, the button will continue to operate as a standard push button.
- (6) The vibrotactile feature shall be initiated and remain active during the "WALK" phase of operation.
- (7) The fast ticking percussive tone and verbal message portion of the audible pedestrian signal system shall only be activated after the pushbutton has been depressed for a continuous period of 3 seconds. A message of "WAIT" or other similar messages would be played to let the person know that the audible pedestrian signal system has been activated. Following an additional 1 second depression of the pushbutton, a programmable instructional message may also be used. The locating tone shall be active at all times except when the above items are active.
- (8) The System shall be designed so that all sound adjustments can be made without opening the pedestrian station or any other electronics to the weather.
- (9) The system shall only use the existing wiring in the traffic signal system for communication between the driver module and the pedestrian station.
- (10) The audible sound shall be capable of being programmed with a verbal message and the standard fast-ticking percussive tone. Coordinate programming of pushbuttons in advance of installation with Eric Schunk, City of Salem Traffic Signal Field Supervisor. Contractor shall fill out the manufacturer's custom voice message form and submit to Engineer for approval prior to programming.
- (11) Prior to the installation of any audible equipment in the controller cabinet, coordinate the location to be installed with the Engineer at 503-365-3104.
- (12) These pedestrian units have already been approved for use.
 - Polara two wire EZ Navigator

00990.43(c) Video Detection Systems - Replace this subsection, except for the subsection number and title, with the following:

Furnish a video detection system that is capable of monitoring all vehicles on the roadway for a minimum of 330 feet from the stop bar, providing all directions of vehicle detection at the intersection.

- (1) Furnish a video vehicle detection system with the following:
 - Video Detection Module(s)
 - Extender Card(s) and Cable(s)
 - Video Camera(s) with IR filter, lens, enclosure, and sunshield
 - Luminaire Arm Sensor Bracket(s)
 - Four Position Fuse Block Assembly
 - Surge Suppressor

- Programming Devices and /or Software with training
- Coaxial /Power Cable
- All other necessary equipment.
- Training for installation, operation, and maintenance.

(2) The following equipment package has been preapproved for use on this Project (quantities for each item are shown on the Drawings):

- Traficon Model VIP3D.1 and VIP3D.2 Video Image Processors (see plans for actual quantity).
- Traficon Extender Cards with Cables (see plans for actual quantity).
- Rainbow BL58FZD65K Cameras with Motorized Zoom Lens (see Drawings for actual quantity).
- Agis HS9383/60 Enclosures (see Drawings for actual quantity).
- Agis HS9388/00 Sunshields (see Drawings for actual quantity).
- Pelco Mast Arm Sensor Brackets (see Drawings for actual quantity).
- Traficon Luminaire Arm Sensor Brackets (see Drawings for actual quantity).
- Traficon ViewCom/E Max + transmission board with Ethernet communication device(s).

The Agency's signal maintenance provider currently has programming devices for this equipment package and no additional devices are necessary.

(3) **Hardware** - The following are the minimum standards for the Video Vehicle Detection System. All equipment shall be completely compatible with existing Traficon video detection and ViewCom video transmission equipment and software currently used by the City of Salem.

- The system components shall be modular by design and installed in a standard 2070 style input file. The system shall control from one to six Video Input Processor Boards (VIP). One or more modules and cameras can be added as needed.
- Designed to operate reliably in the adverse environment of roadside cabinets and shall meet or exceed all NEMA TS -1 and TS -2, as well as Type 170/2070 environmental specifications.
- Ambient operating temperature from -35° C to +75° C at 0 to 95 percent relative humidity non-condensing.
- Powered by 95-135 VAC, 60 Hertz, single phase and draw less than 0.4 Amperes, or by 190-270 VAC, 50 Hertz, single phase and draw less than 0.2 Amperes.
- The rack mounted model (2070 input file) shall utilize 24VDC from the cabinet power supply.
- Surge ratings according to NEMA TS -1 and TS-2, Specifications.
- Serial communications shall be through an RS-232 or RS-485 serial port. These ports can be used for communications to a modem, laptop, traffic controller, etc.
- The system shall have one video input (RS-170 NTCS or CCIR composite video) per VIP board and one spare video input.
- Each VIP board shall have four opto-isolated open collector outputs. I/O Extender modules shall be provided as shown on Drawings (see video detector wiring diagrams) to provide additional outputs. The outputs shall be programmed for signaling the presence, the arrival, or the departure of vehicles. Outputs shall be brought out via screw connectors.
- Each VIP board shall have error detection. An output contact will open if the video signal is bad or the VIP board is not functioning properly.
- The system shall have the capability of accepting a video system transmission board. This board performs all primary functions for communication and transmission of traffic data and alarm events issued by the VIP detectors. The board also handles the digitization and compression of video images. This allows real time video to be transmitted via Serial or Ethernet modems. The board shall be completely compatible with the VIP unit and shall accommodate both Serial and Ethernet communications. Serial and Ethernet (TCP/IP) communications shall be through respectively an RS-232 serial port (F DB9 connector) and Ethernet port meeting IEEE 802.3 with a 10Mbps/s Ethernet RJ-45 connection using TCP/IP based protocol.
- The VIP module shall have separate light emitting diodes (LED) that indicate the following:

- | | | |
|----|---------|--|
| 1. | POWER | Red to verify power supply. |
| 2. | VIDEO | Red to confirm the presence of video input 75 Ohm 1Vp - p. |
| 3. | RX/TX | Red to indicate communications via the serial port. |
| 4. | L1...L4 | Green if the corresponding detection group is active. |

(4) **Functional Capabilities:**

- **Real Time Detection** - Each VIP board shall be capable of processing the video signal of one camera. The video signal shall be analyzed "in real time."
- The system shall be expandable up to six VIP boards that may be connected to different cameras and programmed independently.
- Each VIP board will detect within the view of the connected camera the presence of vehicles in user defined zones and count the number of vehicles passing over user definable lines.
- Each VIP board shall have 24 detection zones.
- Each VIP board shall have the capability of a pulse mode. A pulse shall be generated at the arrival or the departure of a vehicle in a defined window.
- The pulse width shall be programmable between 20 ms and 1 100 ms in 20 ms increments.
- The setup parameters shall be kept on the VIP board in non - volatile memory.
- The system shall have the capability of uploading and downloading setup parameters via a PC directly or via a communication network.

(5) **Vehicle Detection Zone** - The detection zone placement shall be simple and flexible.

- The detection zones shall be defined using a simple keyboard and monitor, or by using a laptop PC with appropriate software.
- Each detection zone shall consist of different lines of detection that are generated automatically in the defined zone.
- When a vehicle is within a detection zone and approaching from the proper direction, the detection zone will change color between white, gray, and black.
- Each detection zone shall have an auto adaptive sensitivity system. No adjustments are needed.
- Each detection zone shall be able to detect the presence of vehicles during day and night periods. Based on proper camera position and sensitivity, the minimum accuracy during normal conditions shall be 98 percent and 96 percent during adverse (fog, rain, snow, sleet, etc.) conditions.

(6) **Traffic Data Collection** - Each VIP board shall have the following traffic data collection features:

Traffic volume counts per lane for five vehicle classes based on user defined vehicle lengths.

- Collect traffic data at user defined intervals of 1, 2, 3, 5, 6, 10, 15, 30, and 60 minutes.
- Average vehicle speeds per lane and per length class.
- Average gap time per length class and per lane.
- Average headway per lane.
- Percent occupancy per lane.
- Concentration (vehicles/mile) per lane.
- Confidence level (0 - 10) per lane.
- Ability to store up to 6713 intervals of data in non - volatile memory.
- Ability to allow the remote retrieval of traffic data via the existing Traficon software in the City of Salem Traffic Control Center.

(7) **Image Sensor** - The video system shall use the signal from a medium or high resolution color or black and white CCD camera.

- The camera shall produce a noise free signal at scene luminance of 0.06 lux.
- The image sensor shall have an automatic gain control, automatic iris, and black level clamping.
- The video signal arriving at the VIP board shall have a 1 volt peak to peak level with noise below 100mv.
- The camera shall be housed, as a minimum, in a NEMA-4 water-resistant, dust proof enclosure.

- (8) **Installation and Training** - A certified representative of the video detection and transmission system supplier shall be available to advise the customer concerning proper camera selection and site installation. The representative shall be available to supervise installation of the camera equipment when requested.

The certified representative is responsible as follows:

- To do the initial setup for the detection zones and testing of the system.
- To training the contractor and agency personnel.
- Provide all documentation necessary to maintain and operate the system.

- (9) **Warranty** - Furnish a Manufacturer's Warranty for the video detection system for a Warranty period of one year. The Warranty starts on the date the Engineer accepts the Work and authorizes final payment. The Warranty shall provide for replacement of Equipment as necessary to restore full functionality of the video detection system in the event of failure as defined below, at no additional cost to the Agency.

For purposes of the Warranty, the video detection system shall be deemed to have failed if it is not detecting traffic properly, or there is malfunctioning of the video transmission or communication interface with the City of Salem Traffic Control Center.

Add the following subsection:

00990.74 Traffic Signal Turn-on - The Contractor may request the traffic signal turn-on once the traffic signal installation and flash testing is complete. The Contractor shall allow within the project schedule a minimum of 10 working days from the date of completion to the requested turn-on date. The Engineer will establish the date and time the installation is to be turned on based upon the guidelines of this section.

- Schedule the signal turn-on to take place on Tuesday, Wednesday, or Thursday.
 - The City will turn on the signal within one week after completion of corrections identified during field testing.
- Before implementing the operation of the traffic signal, protect traffic by installing "TRAFFIC CONTROL CHANGE AHEAD" (CW20-10-48) signs in advance of the intersection.
 - Approximately 300 feet in advance of the intersection on all approaches.
 - These signs shall remain in place for approximately 30 calendar days after completion of the modifications to the traffic signal or traffic control device(s).
- The Contractor's electrician who is responsible for the Project, shall be present during the signal turn-on to help troubleshoot any issues previously unidentified.

After traffic signals are turned on and operating as designed, the Agency will assume operation and maintenance of the signals. Turn-on does not constitute final approval. The Contractor is obligated to finish any incomplete portion of the installation, correct problems with workmanship, or replace material that does not meet specification. After turn-on, damage to the traffic signals installation caused by conditions beyond the Contractor's control will be the responsibility of the Agency.

Payment

00990.90 Payment - The accepted quantities of work performed under this section will be paid at the contract unit price, per unit of measurement for the following item:

Pay Item**Unit of Measurement**

(b) Traffic Signal Modification, 45th Avenue & Silverton Road..... Lump Sum

At the end of paragraph that begins "Item (b) includes..." add the following sentence "Removing the existing traffic signal will be paid according to 00310.91."

Add the following paragraph:

No additional payment will be made for:

- Mast arm and mast arm mounted signs.
- Pedestrian signal poles, and foundations.
- Pedestrian signals and push buttons.
- Conduit, wiring, and junction boxes.
- Embankment, aggregate, and topsoil used to restore disturbed areas.

SECTION 01012 - STORMWATER CONTROL, WATER QUALITY PLANTER

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

Materials

01012.10 Materials - Furnish materials that meet the following requirements:

Concrete	00440
Controlled Low Strength Materials	00442
Granular Drain Backfill Material.....	00430.11
Bee Hive Inlets.....	00470.11
Storm Sewer Pipe	00445.11
Subsurface Drain Pipe	00430.10
Planting.....	01040
Drainage Geotextile	02320
Compost	03020

01012.12(a) Water Quality Mixture - Furnish a medium compost meeting the requirements of 03020. Furnish soil that when tested according to AASHTO T 88 meet the following limits.

Standard Sieve Analysis

Particle Size Range	Percent Passing (by Weight)
3/8"	100
#4	95 - 100
#10	80 - 100
#40	40 - 60
#100	10 - 25
#200	5 - 15

Blend the medium compost and soil to comply with the following:

- Mixture proportions are between:
 - Medium Compost 20% - 25%
 - Soil 75% - 80%
- Have a pH between 5.5 and 8.0.
- Have no clumps greater than 3 inches in any direction.

Construction

01012.40 General - Construct water quality facility as shown. Perform swale excavation and fine grading work only when the biofiltration swale area is dry and only from the top of the swale area. Do not stockpile excavated material in the biofiltration swale area.

- (a) **Scarify** - Scarify the subsoil area a minimum 12 inches deep.
- (b) **Laying Pipe** - Lay the pipe according to Section 00445. Place pipe with perforations down.
- (c) **Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Place cleanout on the upstream end of the pipe as indicated on the plans.
- (d) **Inspection and Repair** - Place the water quality mix only after all of the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.
- (e) **Placement of Water Quality Mixture** - Place the water quality mixture in maximum 12 - inch lifts. Compact each lift with a water filled landscape roller.

Maintenance

01012.70 Cleaning - If a storm water control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01012.80 Measurement - No measurement of quantities will be made for work performed under this Section. Measurement will be made based on an area basis and measured from the inside walls of the planter. The estimated quantities of materials are:

Water Quality Planter Quantities:

Item	Quantity
Excavation	550 Cubic Yard
Drainage Geotextile, Type 1	1100 Square Yard
3/4" - #4 Open Graded Aggregate.....	175 Ton
1 - 1/2" – 3/4" Open Graded Aggregate	1725 Ton
Controlled Low Strength Material	625 Cubic Yard
Water Quality Mixture.....	550 Cubic Yards
Beehive Inlets, 24 3/4"	46 Each
6 Inch Subsurface Drain Pipe, in sock.....	2000 Foot

Payment

01012.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement:

Pay Item	Unit of Measurement
(a) Water Quality Planter	Square Foot

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

SECTION 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:

Lawn Seeding:

Name	PLS (lb/acre)	÷ (% Purity (minimum)	x (% Germination) (minimum)	= Amount (lb/acre)
Fine Fescue**	<u>120</u>	_____	_____	_____
Perennial Ryegrass**	<u>240</u>	_____	_____	_____
Kentucky Bluegrass**	_____	_____	_____	_____
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.

01030.30(a) Weed Control Coordinator - Delete this subsection.

01030.42 Weed Control - In the sentence that begins "When the Contract Schedule" replace "Weed Control" with "Establishment Period".

01030.45 Soil Testing - Delete this subsection.

01030.80 Measurement – Add the following bulleted item:

- No separate measurement will be made for Lawn Seeding.

01030.90 Payment – Replace pay item (k) with the following:

Pay Item	Unit of Measurement
(k) Lawn Seeding	Lump Sum

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.80(b) Topsoil and Wetland Topsoil - Replace the first sentence with the following:

No measurement will be made for topsoil.

01040.90(b) Topsoil and Wetland Topsoil - Replace the following sentence that begins with “Topsoil, not taken...” with the following:

Topsoil, not taken from required excavations, will be paid for on a lump sum basis, for the item “Topsoil”.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01070 - MAILBOX SUPPORTS

01070.00 Scope – In the first sentence after “affected by construction ...” add “...new mailboxes”.

Add the following paragraph:

Remove and reinstall existing cluster mailbox units (CBU) as indicated on the plans. Face the CBU towards the sidewalk for pedestrian access. Provide concrete pad that meets ADA standards, United States Postal Services standards and the manufactures written specifications. Provide rebar and anchoring that meets manufactures written specifications.

Add the following subsection:

001070.15 Mailboxes - Furnish new mailboxes that meet the following requirements:

- Approved by the US Postmaster.
- Constructed of light sheet metal.
- Have a powder coat finish.
- Weigh less than 22.4 pounds.

Apply 2 inch reflectorized, self-adhesive numbers on the side of the mailbox facing oncoming traffic.

01070.80 Measurement - In the first sentence after “quantities of...” add “new mailboxes, remove and relocate existing cluster mailbox unit, ...”

01070.90 Payment - Add the following pay item to the pay item:

Pay Item	Unit of Measurement
(d) Mailbox, Locking, with Numbers	Each
(e) Remove and Relocate Existing Cluster Box Unit	Each

Items (d) and (e) includes furnishing all materials, labor, and equipment necessary to complete the work as specified.

Add the following bullet to the list bullets:

- Reflectorized numbers.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications.

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications.

SECTION 02450 - MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications.

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 percent or 0.13 - 0.25 percent. 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 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

Replace Section 02690 of the Standard Specifications with the following Section 02690:

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 percent 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 percent by weight.
- (c) **Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
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 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2)**Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent 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.

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

(2)The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690 - 2						
Separated Sizes						
Sieve Size	1" - No. 4	3/4" - No. 4	3/4" - 1/2" - No. 4	3/4" - 3/8" - No. 4	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* Sizes	Separated Sizes	Separated Sizes	Separated 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 inch 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 Sizes	Combined Sizes	Separated Sizes	Separated 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 percent 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 - Add the following paragraph to the end of this subsection:

This Section also includes the requirements for anti-graffiti coating.

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 02920 - COMMON ELECTRICAL MATERIALS

Comply with ODOT Standard Specifications Section 02920 of the Standard Specifications modified as follows:

02920.14 Junction Boxes - Delete this section except for section number and replace with the following:

02920.14 Polymer Concrete Junction Boxes and Fiber Optic Splice Vaults - Polymer concrete junction boxes shall be precast water meter type. Material shall consist of aggregate bonded with a polyester resin and reinforced with fiberglass strands. The box and cover shall be gray in color. Covers shall be capable of withstanding a load of 15,000 pounds over a 10-inch by 10-inch square surface. Covers shall have a skid-resistant surface, and bolt to the junction box with recessed stainless steel hex head bolts. All covers shall be

recessed and fit the box so that when the cover is set in the box, the top of the cover shall be even with the top of the box.

Heavy duty polymer concrete junction boxes shall be supplied for this project. Lids for each junction box shall be integrally marked appropriately depending on the type of use. Mechanically attached or stick on markings are not acceptable and the lid will be rejected.

Junction boxes and lids shall be one of the following or approved equals:

- (1) For JB/2 boxes (covers marked "Traffic Signal or Street Lighting"):
Strongwell (Quazite)
Box: PG1324BA18
Lid:PG1324HA00

Armorcast A6001946TAPCX18 with heavy duty lid

Synertech S1324B18FA with heavy duty lid S1324HBBOA01

- (2) For JB/3 boxes (covers marked "Traffic Signal or Street Lighting"):
Strongwell (Quazite)
Box: PG1730BA18
Lid:PG1730HA00

Armorcast A6001640TAPCX18 with heavy duty lid

Synertech S1730B18FA with heavy duty lid S1730HBBOA01

- (3) For JB/4 boxes (covers marked "Traffic Signal"):
Strongwell (Quazite)
Box: PG2436BA18
Lid: PG2436HA00

Synertech S2436B18FA with heavy duty lid S2436HBBOA01.

When a JB/4 is specified or identified on the Drawings, said junction box shall have a nominal inside dimension of 24 inches wide by 36 inches long by 18 inches deep and shall have a cover with the appropriate logo.

SECTION 02925 - TRAFFIC SIGNAL MATERIALS

Comply with Section 02925 of the Standard Specifications.

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

02926.41(a) Multiple Light Contactors - After the first paragraph add the following:

Contactors shall be solid state models, containing no mercury as an operating as an operating means.

02926.41(b) Photoelectric Relay - After the last paragraph add the following:

Photoelectric Control Cells shall have a 20-year design life, with a minimum of 10-year manufacturer's guarantee. Furnish preapproved photoelectric relay or an approved equal:

Manufacturer	Model No.
SELC	#8483
DTL	DLL Elite

02926.50 Illumination Lamps - Delete this subsection except for section number with the following:

02926.50 Illumination Source - All luminaires shall utilize Light Emitting Diode (LED) light sources for illuminating the roadway. LED light sources shall produce a light color temperature of approximately 3,000 K. Light sources will also meet or exceed the following efficiency and longevity benchmarks:

Light Emitting Diode (LED)

Minimum Luminous Efficacy	Minimum Average LED Life (hours)	Minimum Lumen Maintenance Factor @ 50,000 hours
70 lumens/Watt	> 50,000	0.80

02926.52 - Ballasts - Delete this subsection and replace with the following:

02926.52 LED Drivers - LED Drivers (Drivers) shall be dimmable Class 1 or 2 type, adequately sized for the luminaires designed light output. It shall be a pre-wired, built-in type mounted in the luminaire. Driver shall allow for multi-level dimming and field-adjustable wattage selection. The Driver's control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, as directed by the Owner.

Provide a manufacturer's nameplate on the Driver housing. The nameplate shall have the manufacturer's name, model number, serial number, hook-up diagram, power supply data, LED type and operating wattage. The design life of the Driver shall be 100,000 hours.

The Driver shall operate the lamp within the limits specified below throughout the rated life of the lamp:

- (a) The LED light source shall not vary more than 10 percent in light output.
- (b) The LED light source wattage shall not vary more than plus or minus 5 percent of nominal when the LED light source is at its rated nominal.
- (c) The minimum efficiency of the Driver (nominal LED light source watts/line watts) shall not be less than 80 percent.
- (d) The Driver shall not allow the LED light source to extinguish when a line voltage dip between 40-50 percent occurs for several seconds.
- (e) The power factor shall not drop below 90 percent and the total harmonic distortion shall be less than 20 percent for the line voltage with allowable fluctuations of +/- 10 percent.
- (f) Drivers shall be provided with Class C external surge protection providing a minimum of 10kV of surge suppression.
- (g) The line starting current shall not exceed normal line operating current.
- (h) The Driver shall start and operate the LED light source in ambient temperatures down to -20 °F.
- (i) The Driver shall conform to all ANSI Standards.

Unless otherwise shown or specified, operate Drivers on a multi-voltage type to be connected to 120 - volt, 208 - volt, 240 volt, or 277 volt.

02926.53 High - Intensity Discharge Luminaires - Delete this subsection and replace it with the following:

2926.53 LED Luminaires -

- (a) **General** - Furnish conventional roadway luminaires for horizontal slip fitter end mounting.

Luminaires shall have cast aluminum housings and shall attach to 2-inch pipe tenons on mast arms. The luminaire attachment fitting shall provide for a minimum of plus or minus 3-degree adjustment of the luminaire in the vertical direction.

The lens and doorframe assembly, when closed, shall exert pressure against a gasket. Gaskets shall be composed of material capable of withstanding the temperatures encountered and shall be securely held in place.

All luminaires shall have their components secured to the luminaire frame with corrosion-resistant mounting hardware. The housing, complete with integral Driver, shall be weather tight.

If sand-cast, the aluminum housing shall be left in its natural finish. If die-cast, the housing shall be given a coat of aluminum paint.

All luminaires shall be fully prewired and incorporate ANSI C136.41 compliant 7-pin receptacles.

(b) **Classification of Luminaire Light Distribution** - Furnish the following distribution types as shown or specified. The classifications listed shall conform to ANSI definitions.

- (1) **Vertical Light Distributions** - Divide vertical light distributions into three groups: short (S), medium (M), and long (L). Classification of the three groups depends on the maximum candle power point within a grid area according to the ANSI/IES RP - 8 (2000) publication for Roadway Lighting.
- (2) **Lateral Light Distributions** - Lateral light distribution patterns shall have the following designations:
 - Type I
 - Type II
 - Type III
 - Type IV
 - Type V

The type designations listed above shall conform to ANSI definitions.

- (3) **Distribution Above Maximum Candle Power** - This classification shall be used to control the candle power in the upper portion of the beam above the maximum candle power. The following three classifications shall be used:
 - Cutoff
 - Semi cutoff
 - Noncutoff

The classifications listed above shall conform to ANSI definitions

(c) **LED Luminaires** - Furnish cobra head style LED luminaires sized accordingly to the roadway illumination requirements. Luminaires shall be 3000 Kelvin color temperature with dimming driver and field adjustable wattage selector. Luminaires shall include a 7-pin ANSI C136.41 receptacle. The following luminaires are preapproved:

- Phillips RoadFocus RFS.
- Phillips RoadFocus RFM.
- Phillips RoadFocus RFL.

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.



0.873 MILES

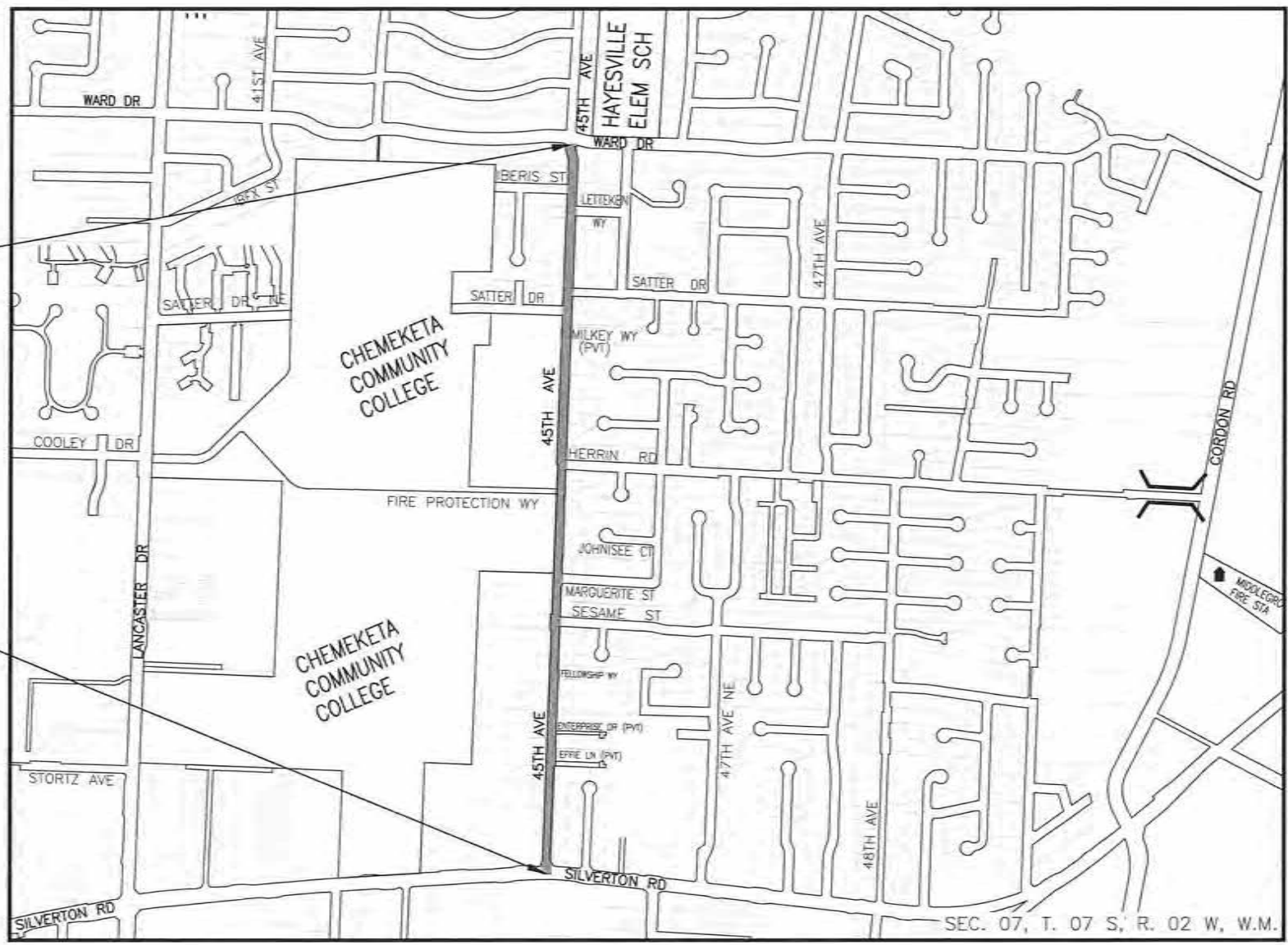
SIDEWALKS, BIKE LANES, AND DRAINAGE

45TH AVE: WARD DR - SILVERTON RD (SALEM)

SALEM, MARION COUNTY, SEPTEMBER 2019

(STP-C047(080))
PART OF PROJECT
STA: 10+90

(STP-C047(080))
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SHEET INDEX

PROJECT NO: 104431
ROAD SEGMENT: 727A-010
FORM NO. 2010-100



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CENTER OF STRUCTURE. STATION AND OFFSET FOR STORM
TO THE CENTER OF THE STRUCTURE.

PIPES TO HAVE WATERTIGHT JOINTS

DRAWINGS:

SUPPORT
STALLATION
CKFILL
STORM SEWER MANHOLE
MANHOLE DETAILS
STRUCTURE CONNECTIONS
BASE SECTION
INHOLE CONNECTIONS
OVERS AND FRAMES
INLETS TYPE G-1, G-2, G-2M, G2-MA
D GRATES FOR CONCRETE INLETS
AGE BASIN OR FIELD INLET
OUS DRAINAGE STRUCTURES SIPHON BOX, INLET CAP, & INLET
ENT
IVEMENT DETAILS
S
SIDEWALK DRIVEWAYS OR ALLEYS
SIDEWALK DRIVEWAYS OR ALLEYS
AMP
AMP PLACEMENT
DOME DETECTABLE WARNING SURFACE DETAILS AND LOCATIONS
TECTION TYPE 2, 3, 6, AND 7
BARRIER TYPE 2, 3, AND 4
TRUCK WASHOUT
LATION DETAILS
OUS SIGN PLACEMENT DETAILS
NG DETAIL
ENT MARKING
MARKERS
HIGH PERFORMANCE PAVEMENT MARKINGS SURFACE & GROOVE
D NON-PROFIED
N PAVEMENT MARKINGS
W MARKING DETAILS
D LEFT TURN CHANNELIZATION DETAILS
LAYOUT: GENERAL
LAYOUT: LEFT TURN LANE, CENTERLINE & MEDIANS
SIGN SUPPORTS
HMENTS
RUPT EDGES & PCMS DETAILS
PAVEMENT MARKINGS
BARRICADES
SIGN SUPPORTS
SIGNALIZED INTERSECTION DETAILS

○ SET MONUMENT
● FOUND MONUMENT

----- EX RIGHT-OF-WAY
----- PROP RIGHT-OF-WAY
----- EX PROPERTY LINE
----- EX EASEMENT LINE
----- PROP EASEMENT LINE
----- TEMP EASEMENT LINE

—SD— EX STORM LINE
—SS— EX SANITARY LINE
—W— EX WATER LINE
—G— EX GAS LINE
—P— EX POWER LINE
—T— EX TEL LINE
—FD— EX FIBER LINE
—TV— EX TV LINE

—◇—◇—◇— EX METAL FENCE
—◇—◇—◇— EX WOOD FENCE
—◇—◇—◇— EX WIRE FENCE

— — SAWCUT LINE
—SF— SEDIMENT FENCE LINE

INLET PROTECTION
TREE PROTECTION FENCING

EX SIDEWALK
PROP SIDEWALK
WATER QUALITY FACILITY
DETECTABLE WARNING STRIP
ENGINEERED FILL MATERIAL
NATIVE FILL MATERIAL

— PROP STORM PIPE
PROP STORM INLET
PROP BEEHIVE INLET
PROP AREA DRAIN
PROP STORM CLEANOUT

SD EX STORM MANHOLE
EX AREA DRAIN
EX CATCH BASIN
EX CURB INLET (CG-3)
EX STORM LINE DAYLIGHT

SS EX SANITARY MANHOLE

EX FIRE HYDRANT
EX WATER VALVE
EX WATER METER

EX POWER POLE
EX GUY ANCHOR
EX LIGHT POLE

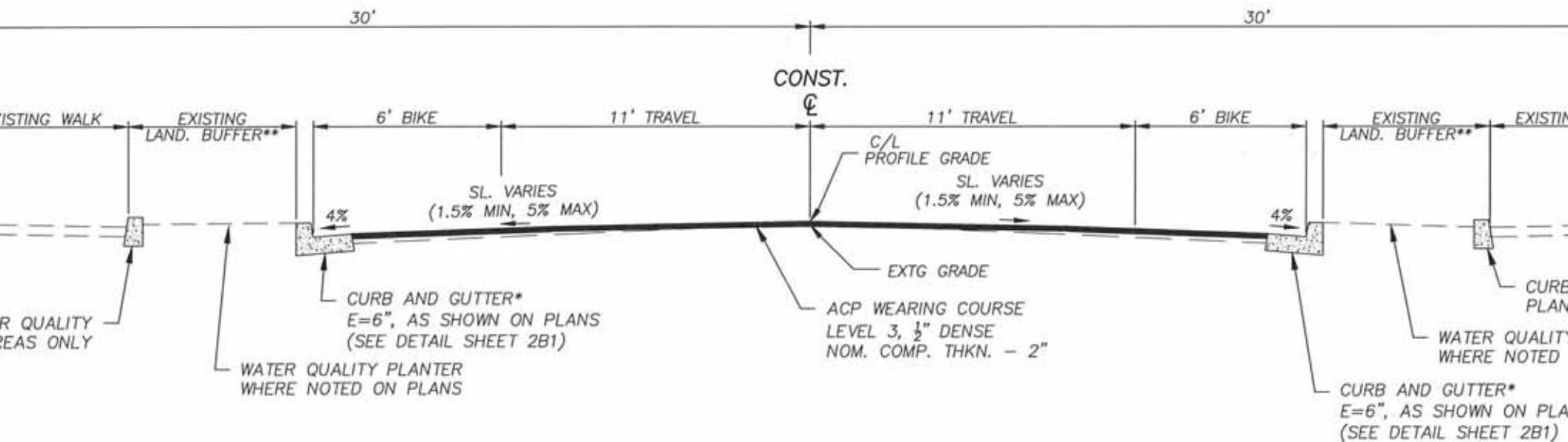
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EX TV PED

EX GAS VALVE

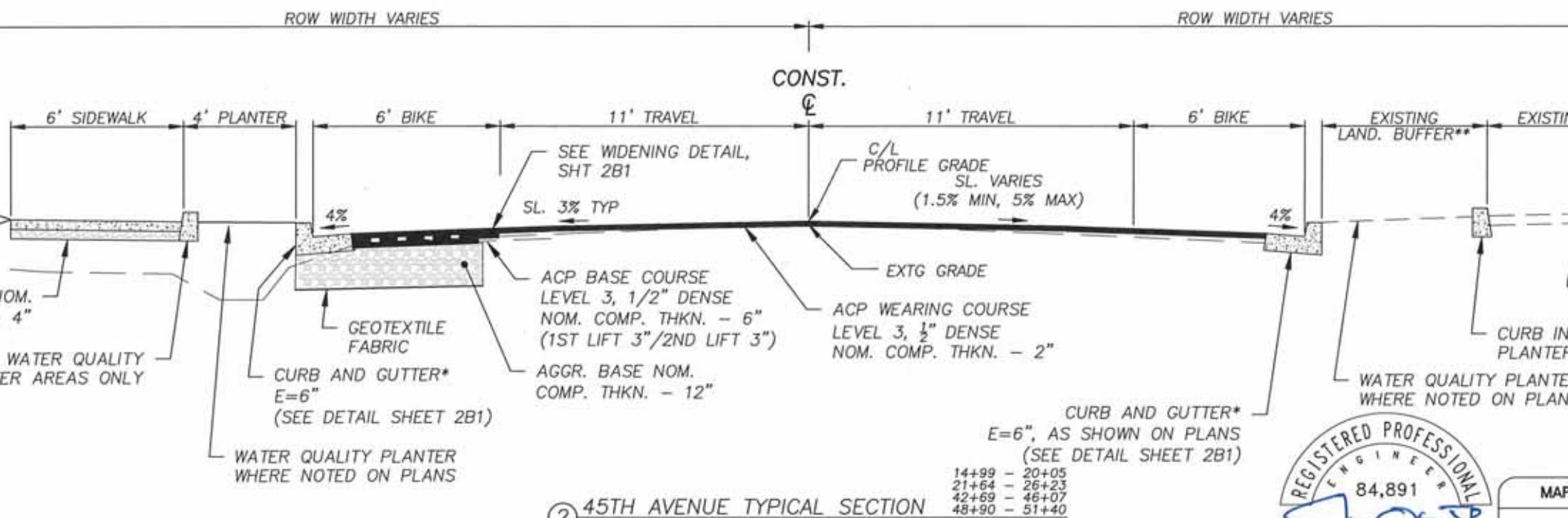
EX SIGNAL POLE

EX DECIDUOUS TREE
EX CONIFEROUS TREE





① 45TH AVENUE TYPICAL SECTION 11+20 - 14+99
SCALE: 1" = 5'

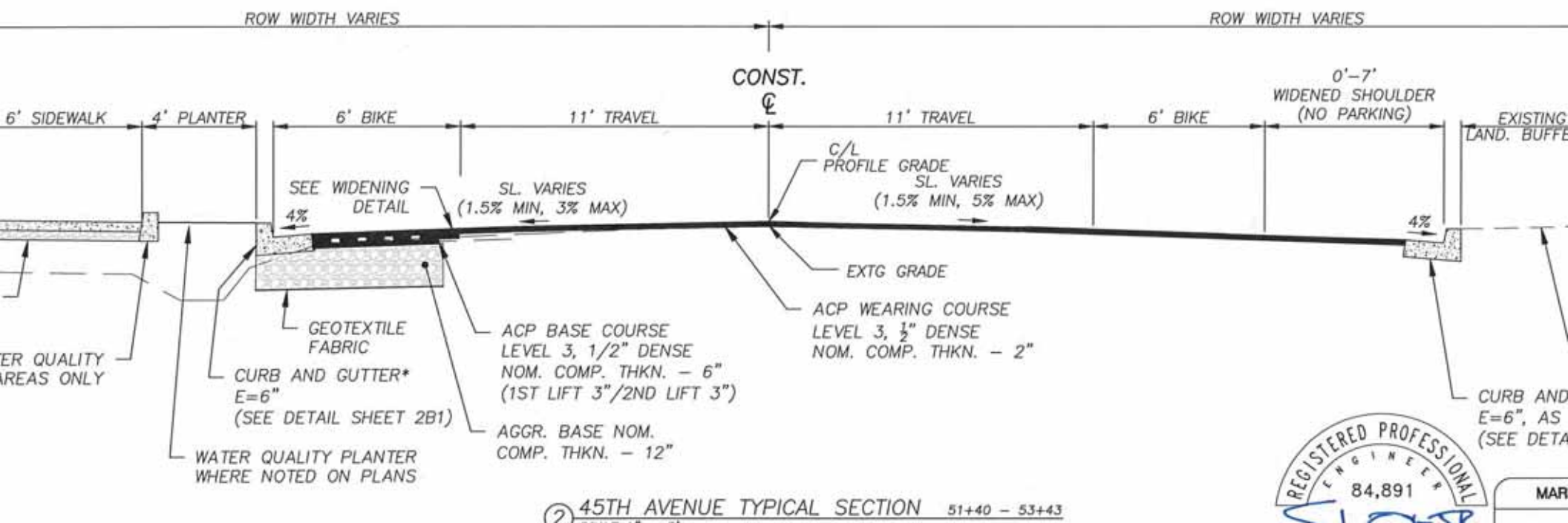
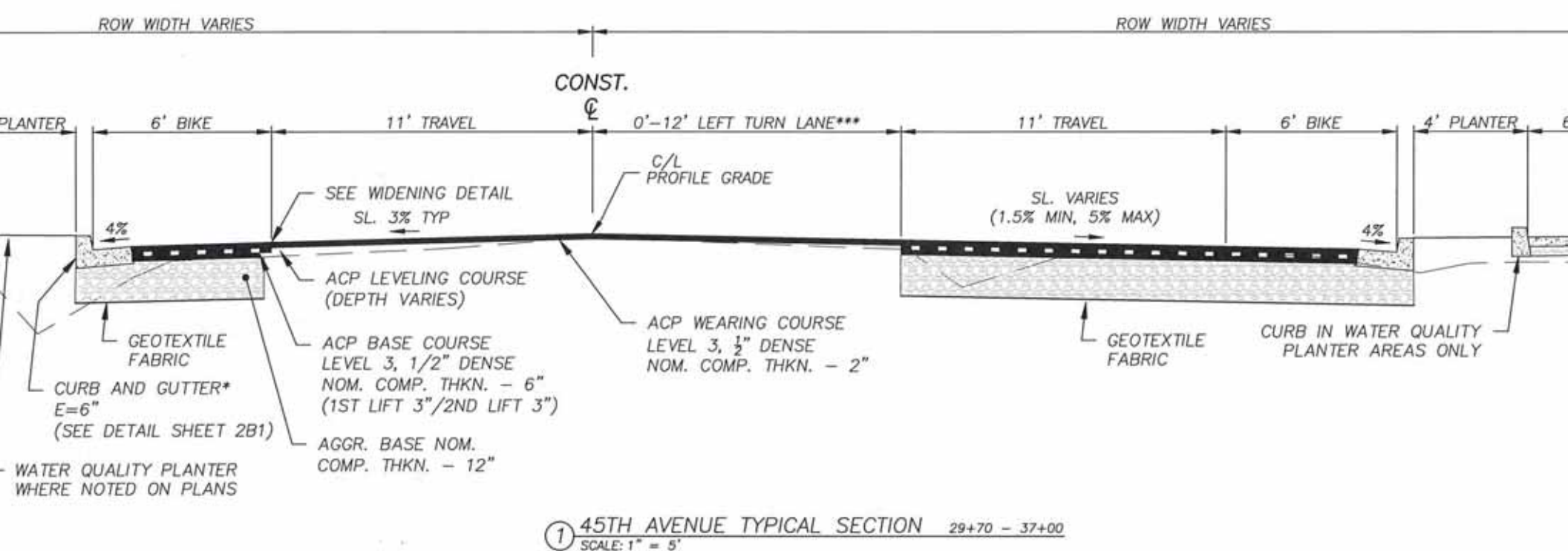


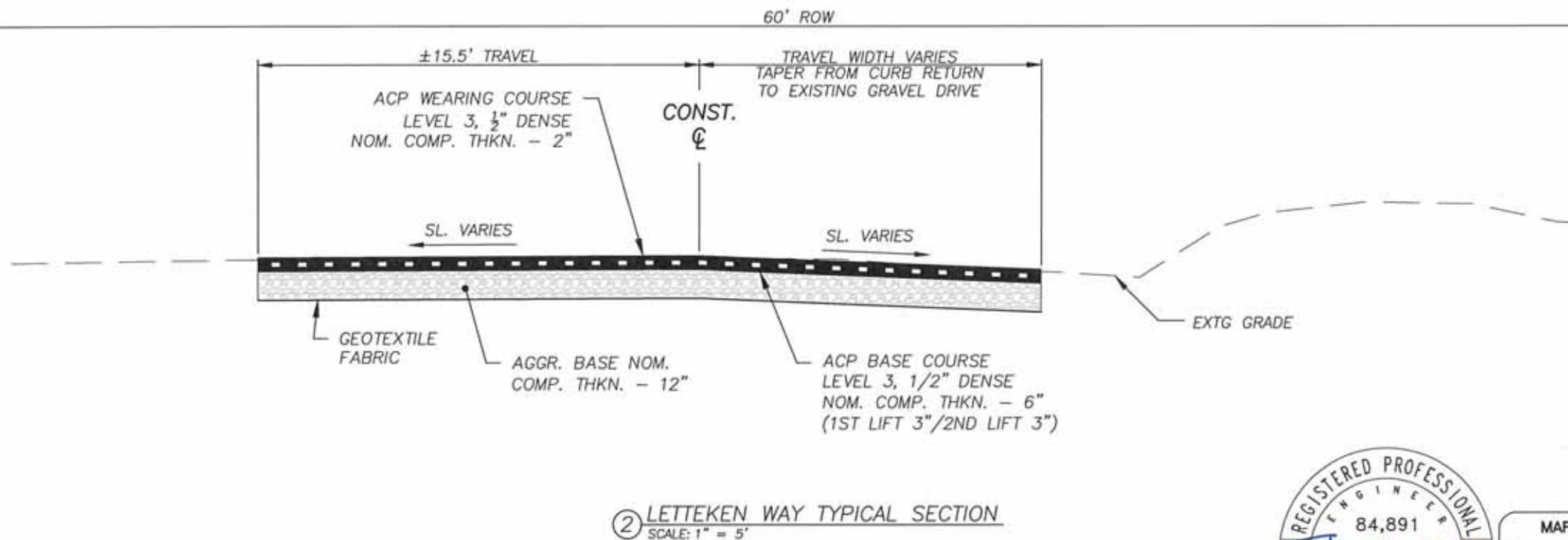
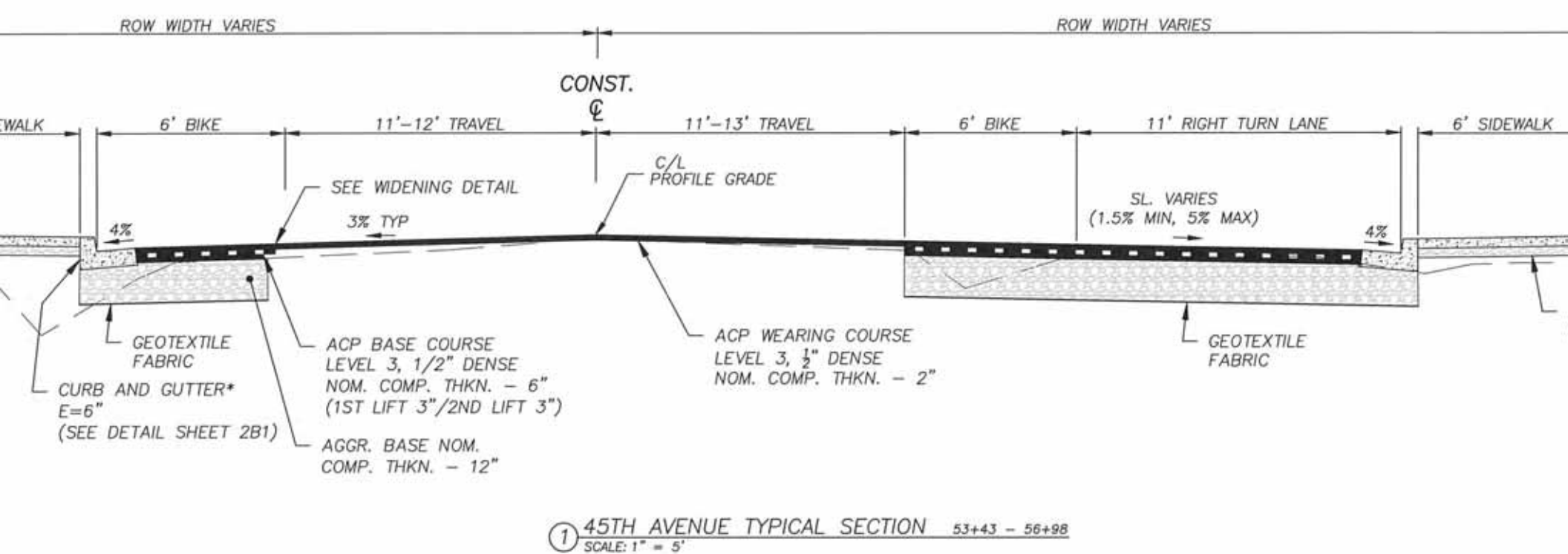
ROW WIDTH VARIES

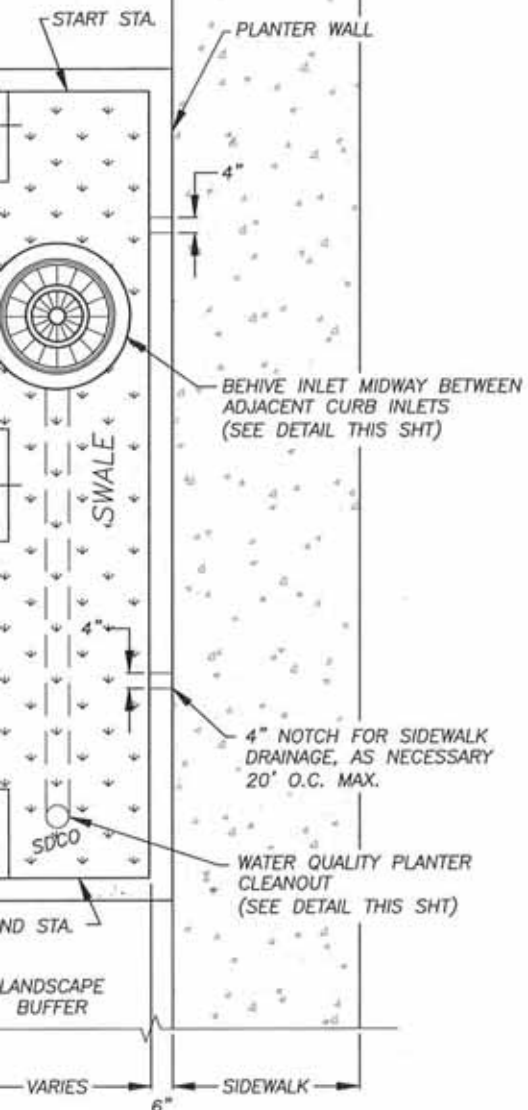


ROW WIDTH VARIES

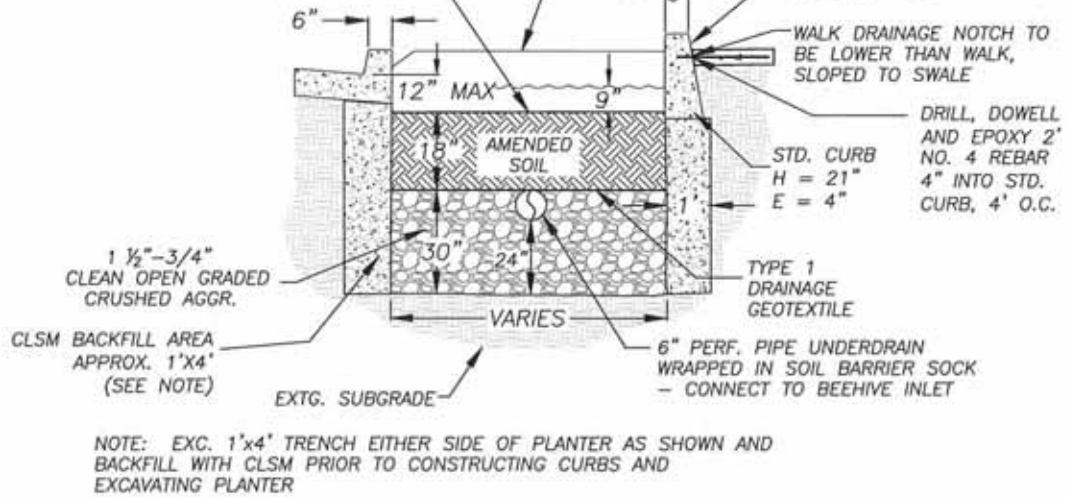




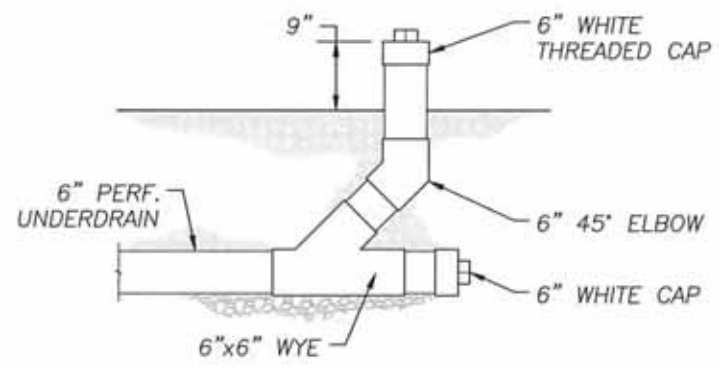




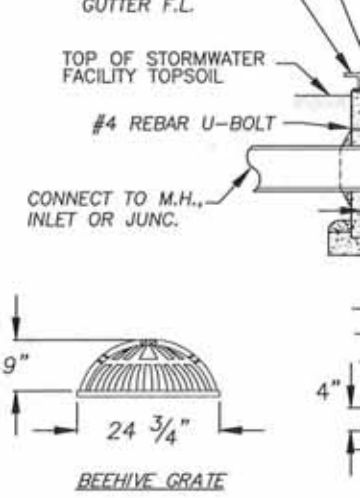
WATER QUALITY PLANTER DETAIL
SCALE: N.T.S.



2 WATER QUALITY PLANTER SECTION DETAIL
SCALE: N.T.S.



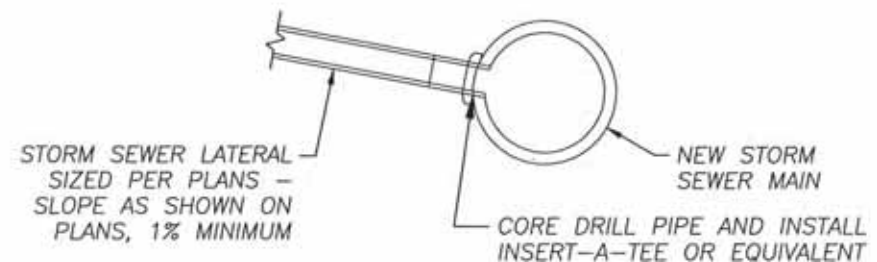
4 WATER QUALITY PLANTER CLEANOUT DETAIL
SCALE: N.T.S.



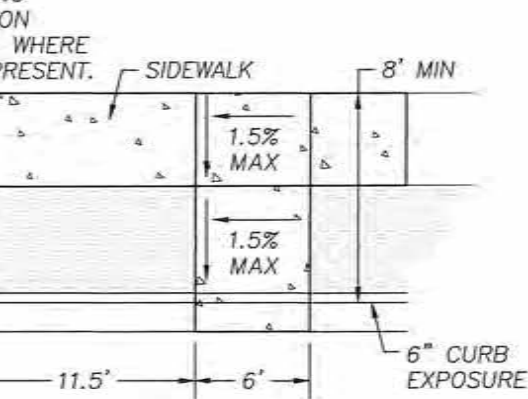
3 BEEHIVE
SCALE: N.T.S.

PLANTING PLAN

COMMON NAME	NUMBER/100 SF OF PLANTER	SIZE	SPACING
ENDER RUSH	50	1 GAL.	1' O.C.
ENSE SEDGE	25	1 GAL.	1' O.C.
DEN-EYED			

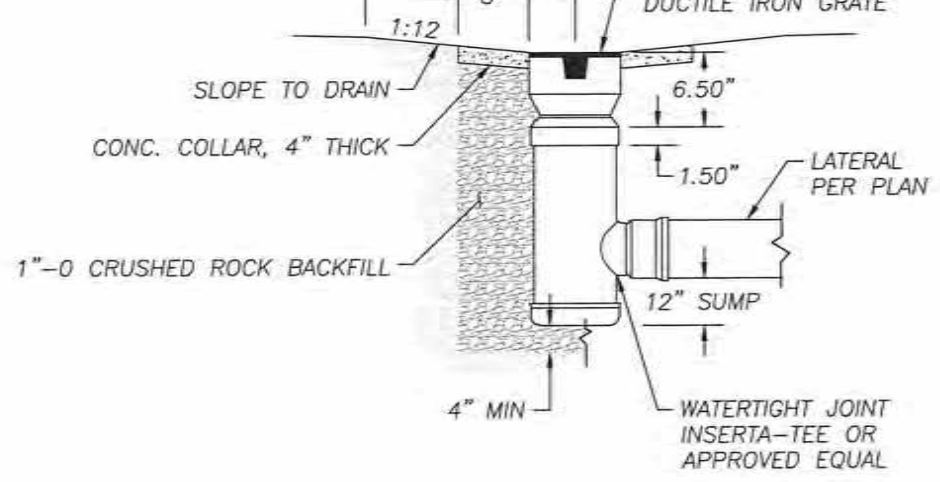


5 CURB
SCALE: N.T.S.

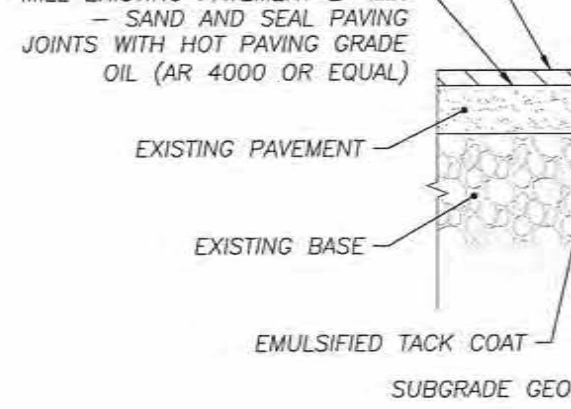


ION OF TRAFFIC

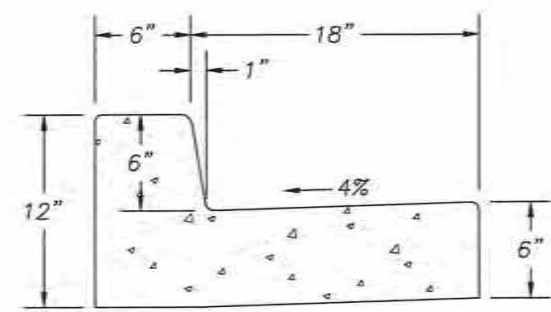
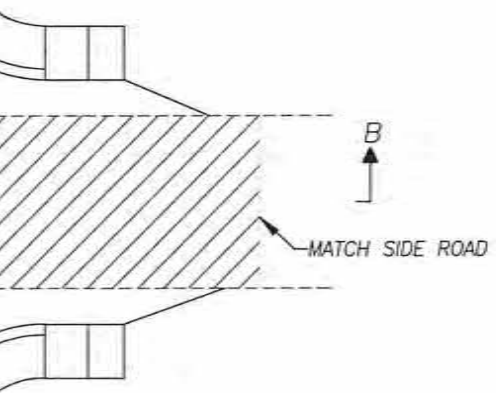
SIT STOP DETAIL
N.T.S.



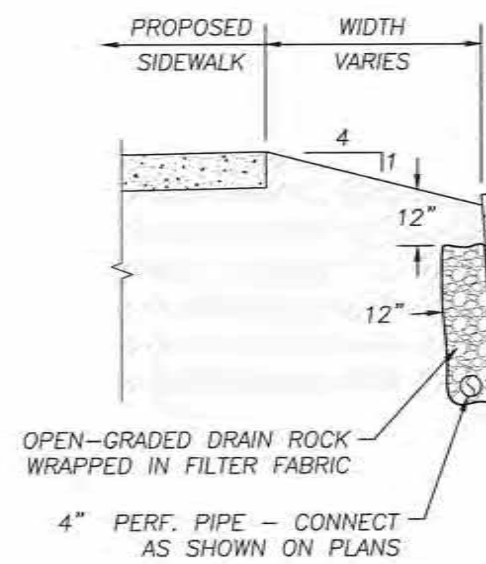
② PRIVATE YARD DRAIN DETAIL
SCALE: N.T.S.



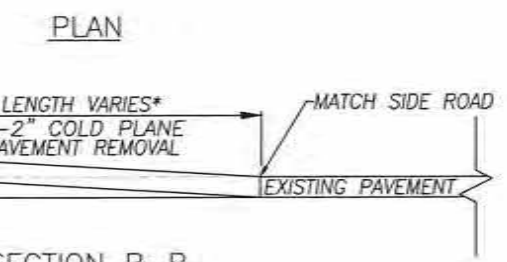
③ WIDENING/RECO
SCALE: N.T.S.



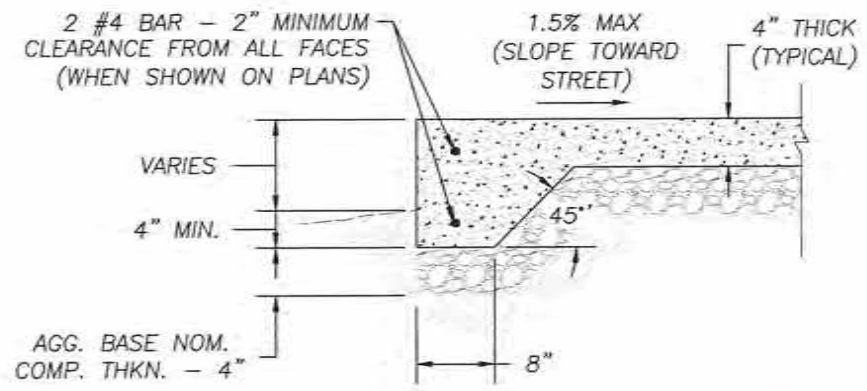
⑤ TYPICAL CURB DETAIL
SCALE: N.T.S.



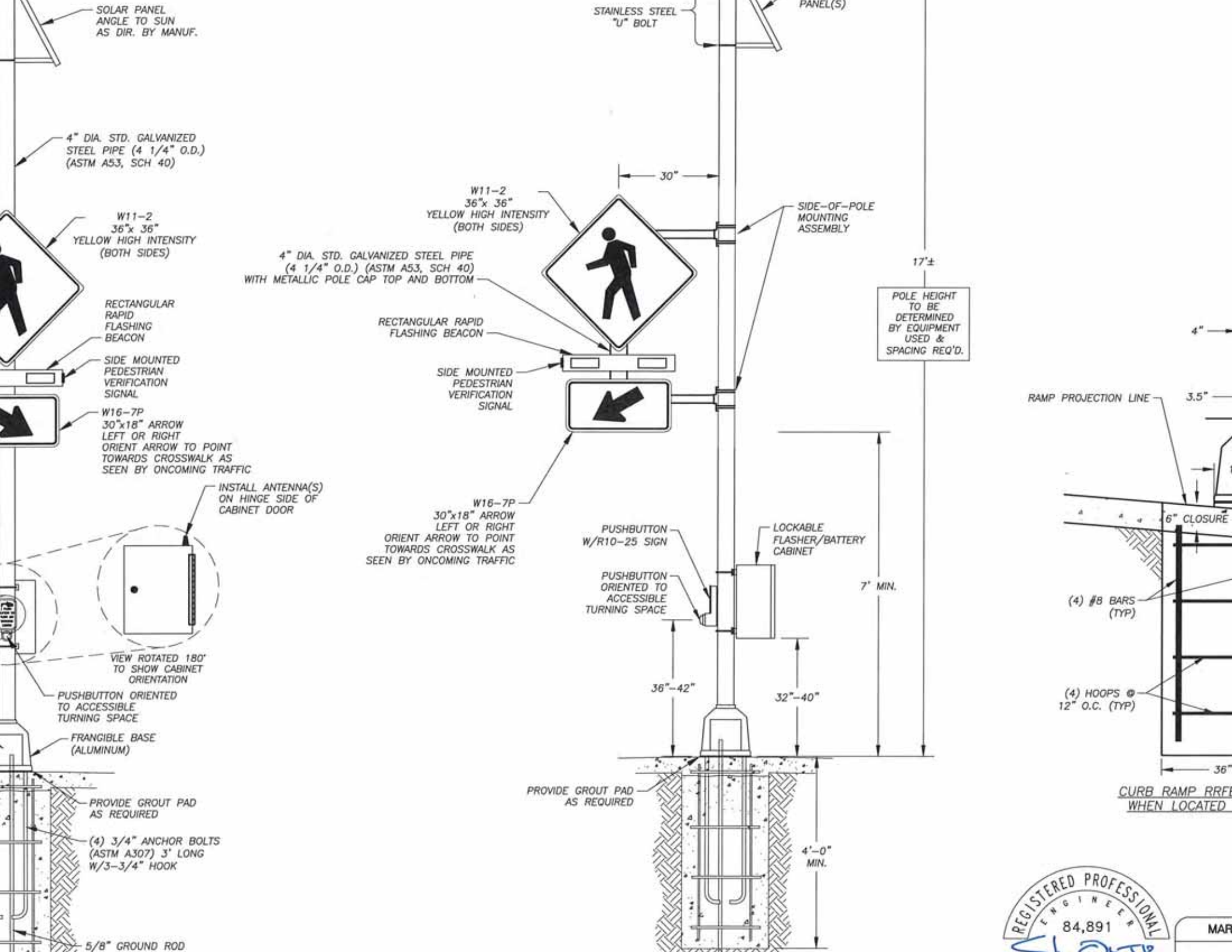
⑦ RETAINING W
SCALE: N.T.S.



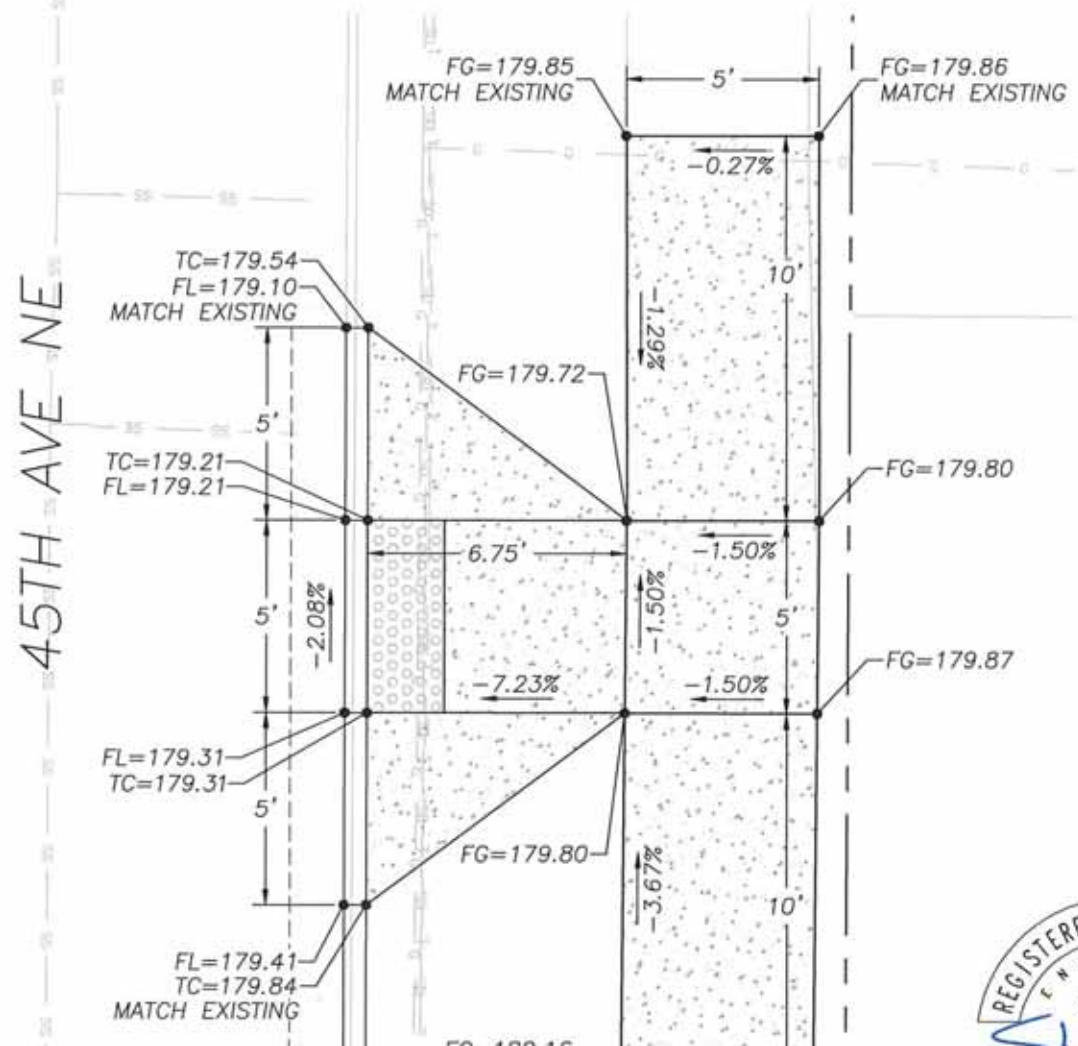
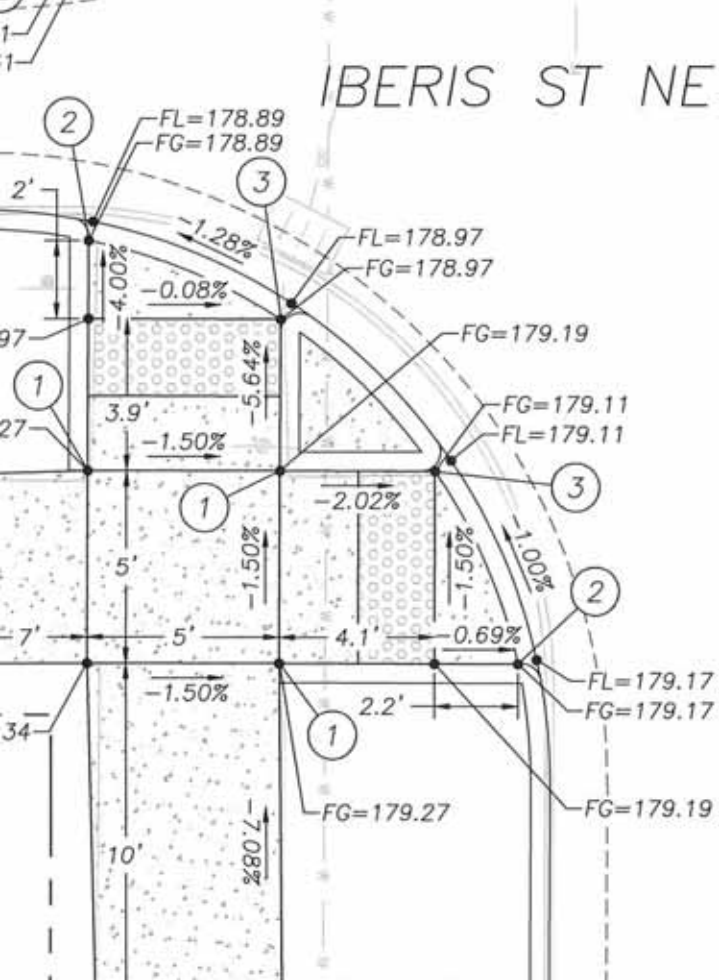
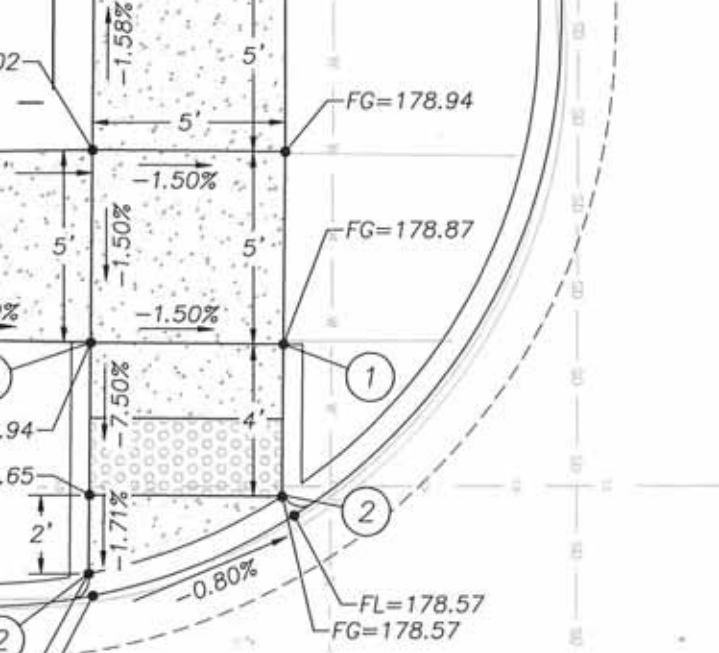
SECTION B-B



MAR



(2) CURB T
(3) CURB T
(SEE STD DW



MARI

EXISTING
DRIVEWAY WING

FG=181.42
MATCH EXISTING

(2) CURB T
(SEE STD DW

45TH AVE

FG=181.53

-1.95%

10.9'

-2.36%

-1.50%

-4.00%

FG=181.34

-1.50%

FL=181.33

FG=181.33

-1.25%

2.8'

FL=181.33

FG=181.33

LETTEKEN WAY

LETTEKEN WAY

FL=182.08

FG=182.08

FG=182.05

FL=182.05

-0.30%

FG=182.17

FG=182.14

-1.50%

-0.55%

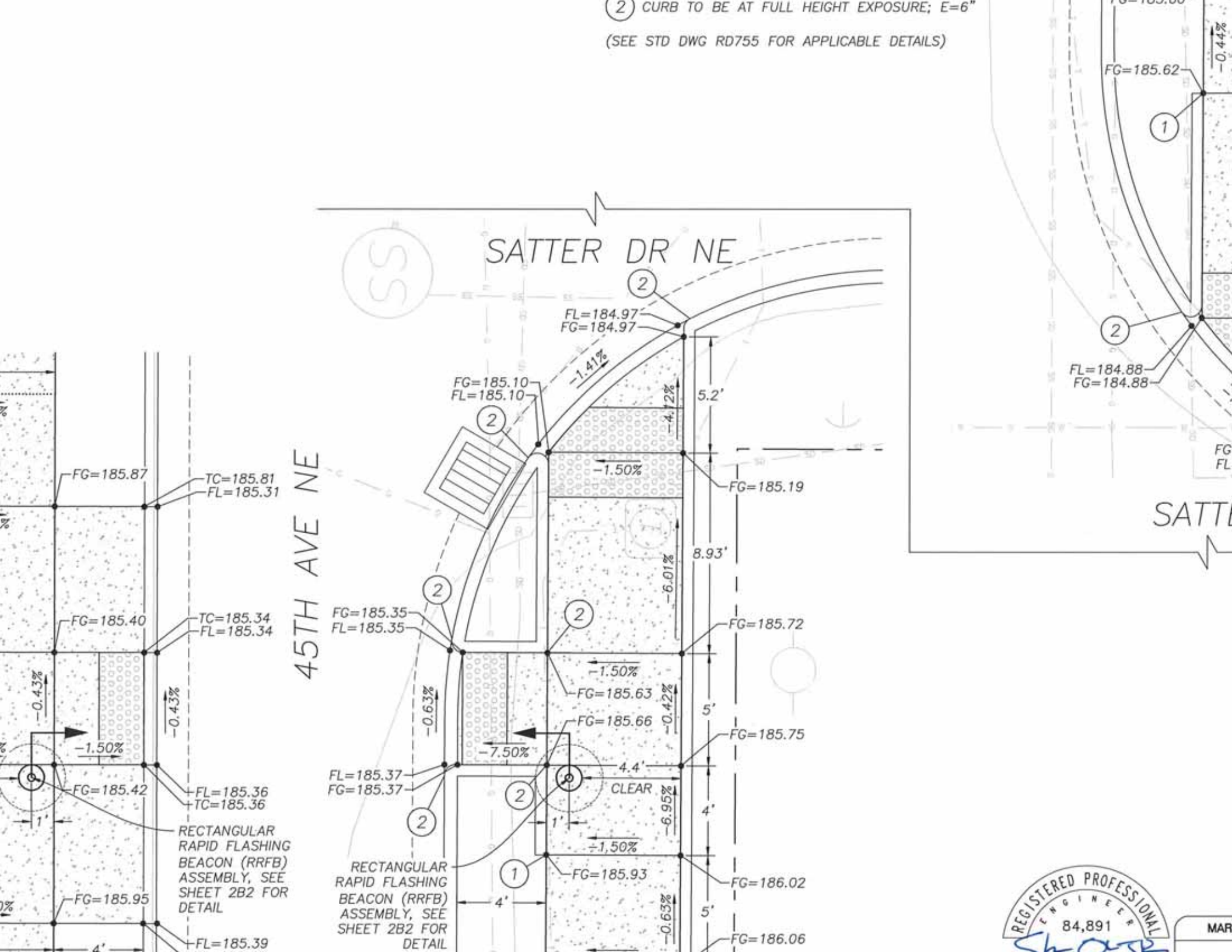
-6.96%

-1.50%

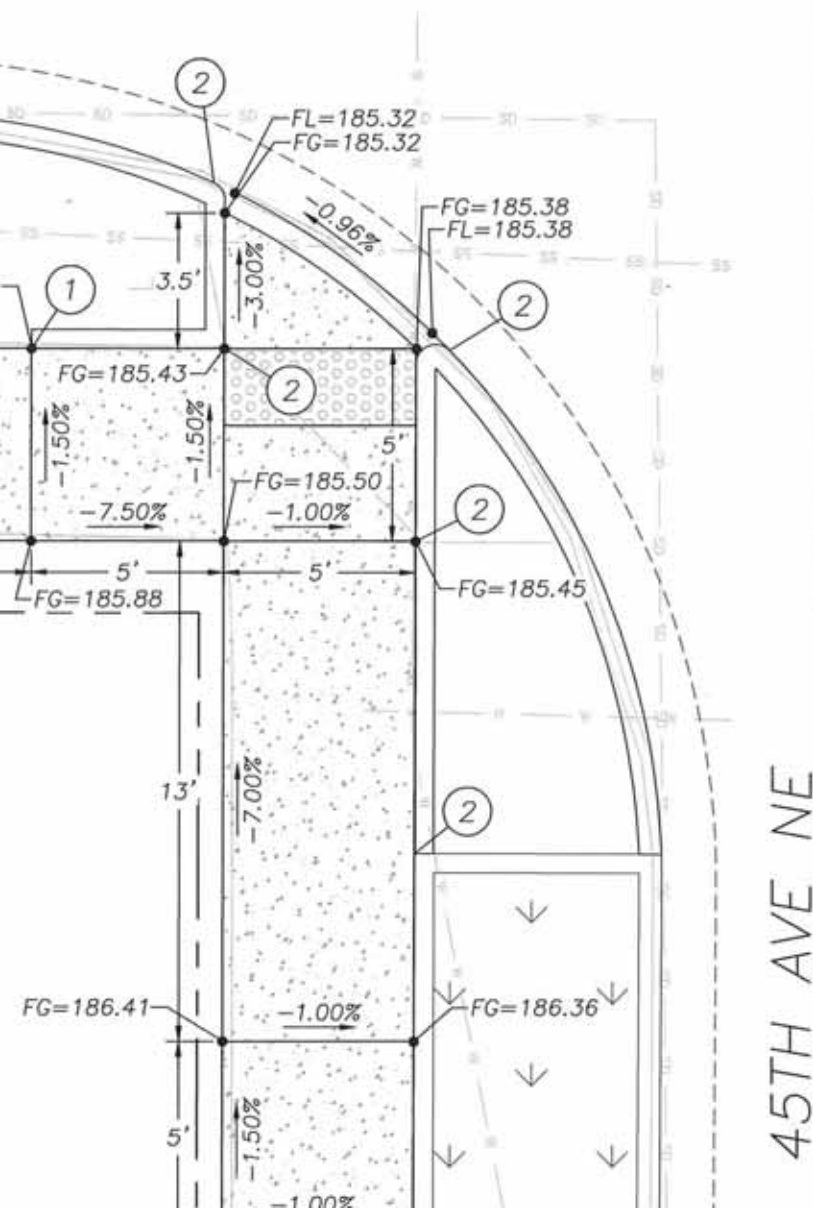
0.7' (PC)



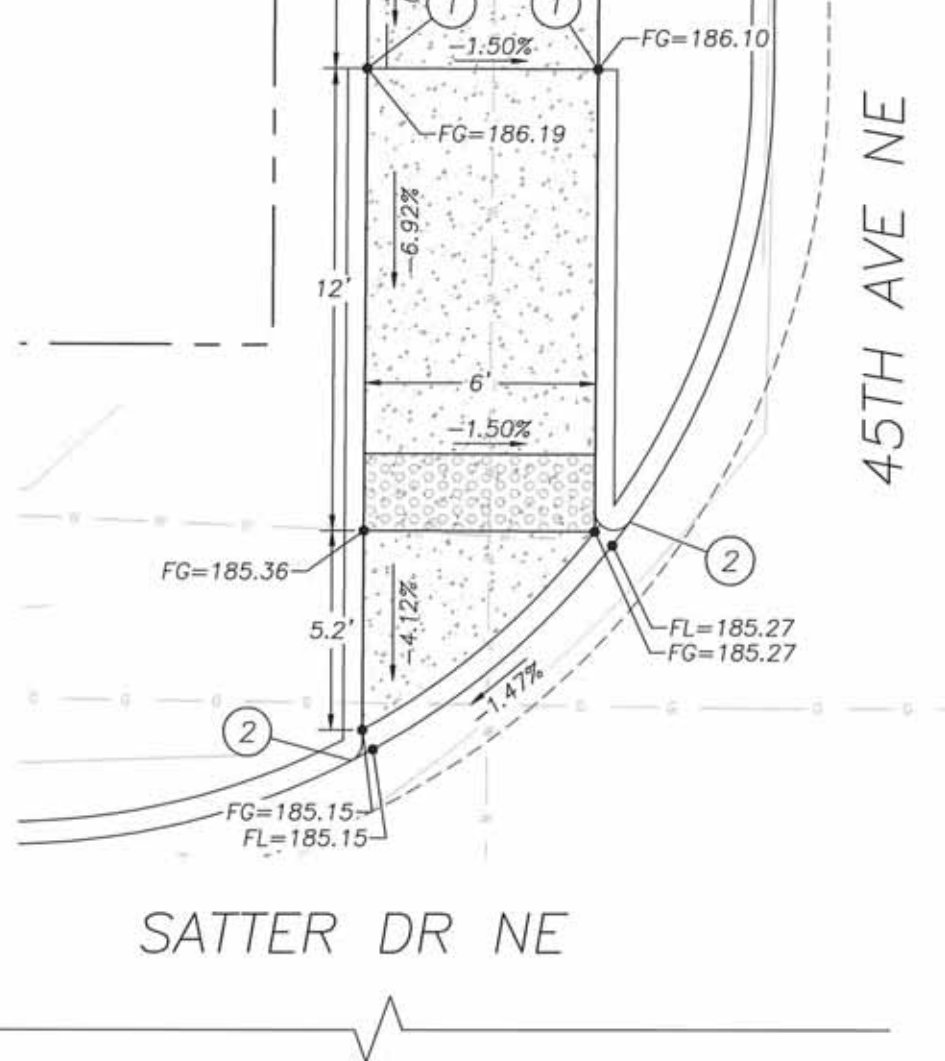
(2) CURB TO BE AT FULL HEIGHT EXPOSURE; E=6"
(SEE STD DWG RD755 FOR APPLICABLE DETAILS)



ER DR NE



45TH AVE NE



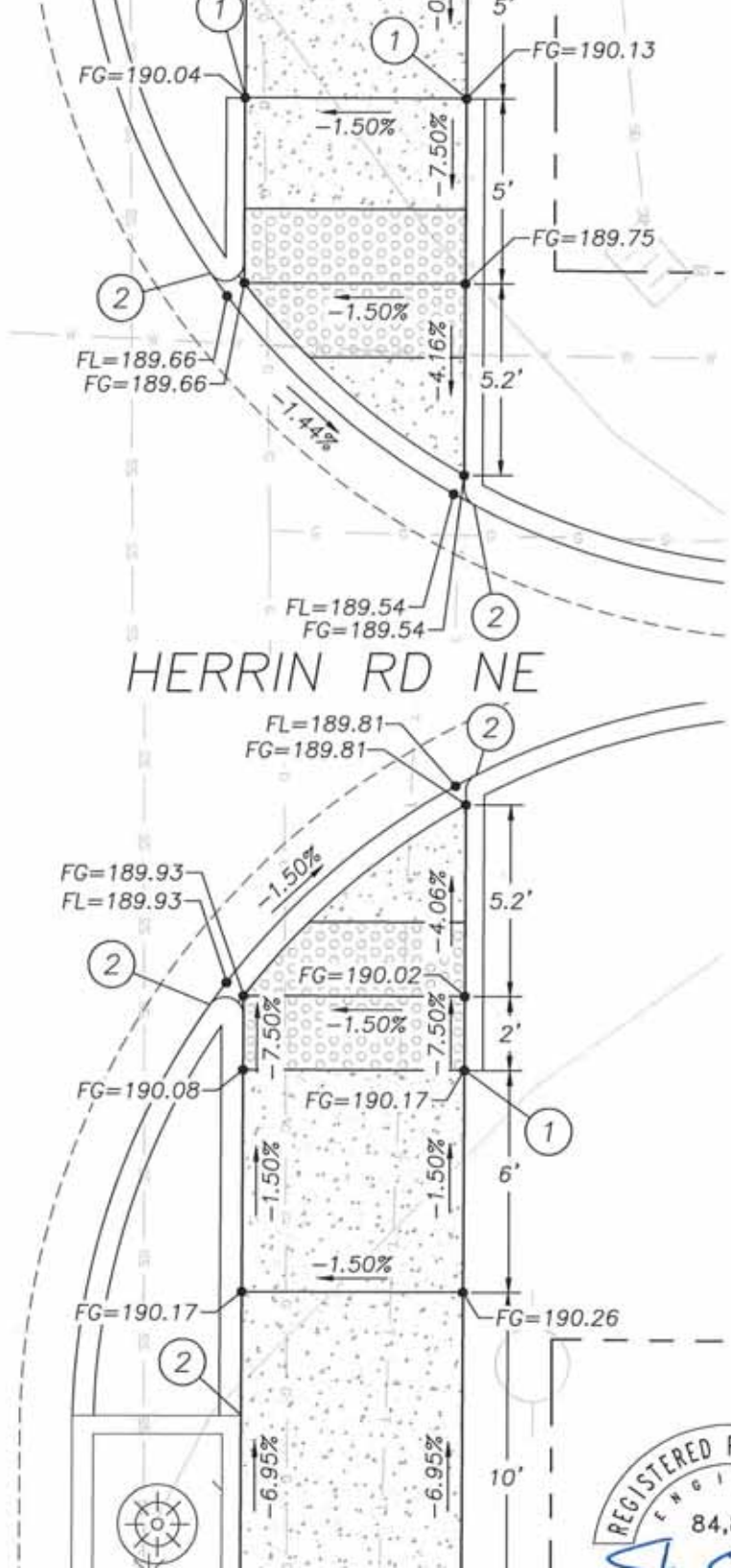
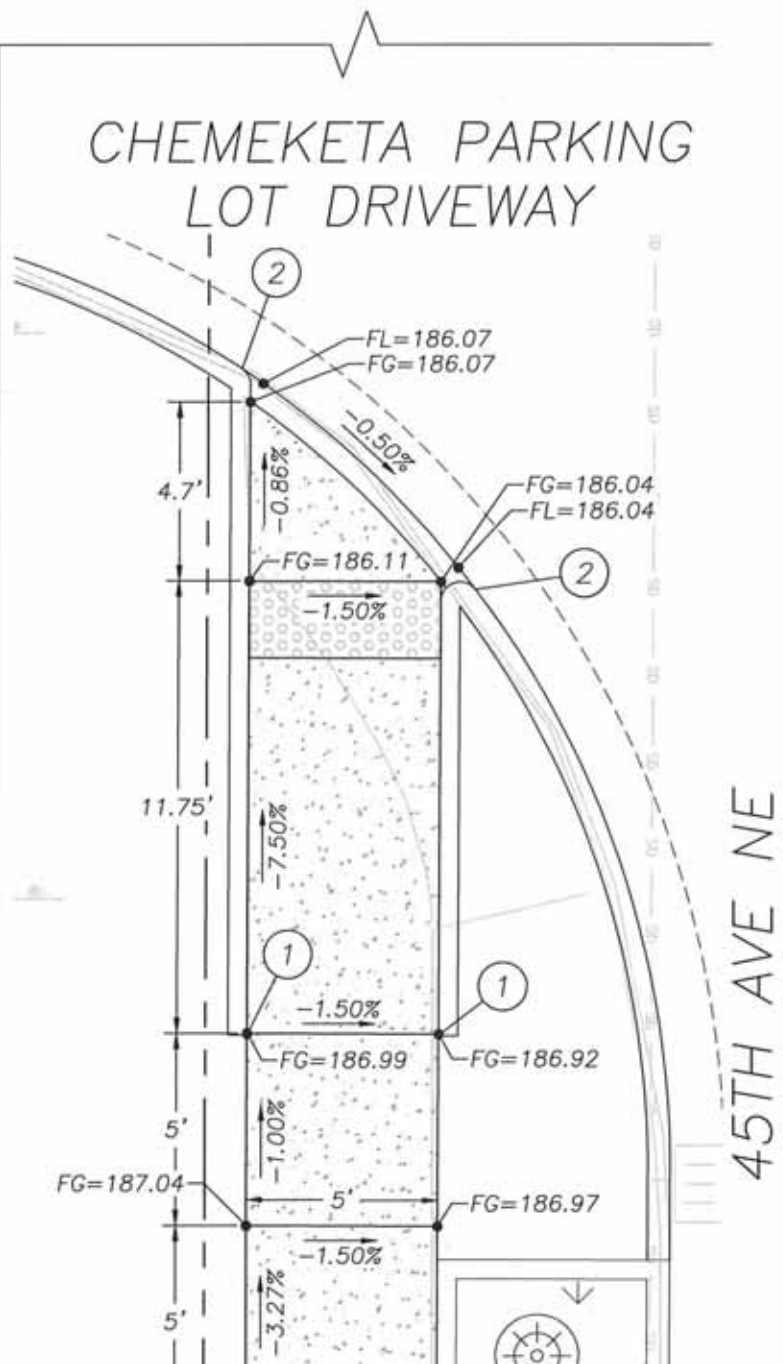
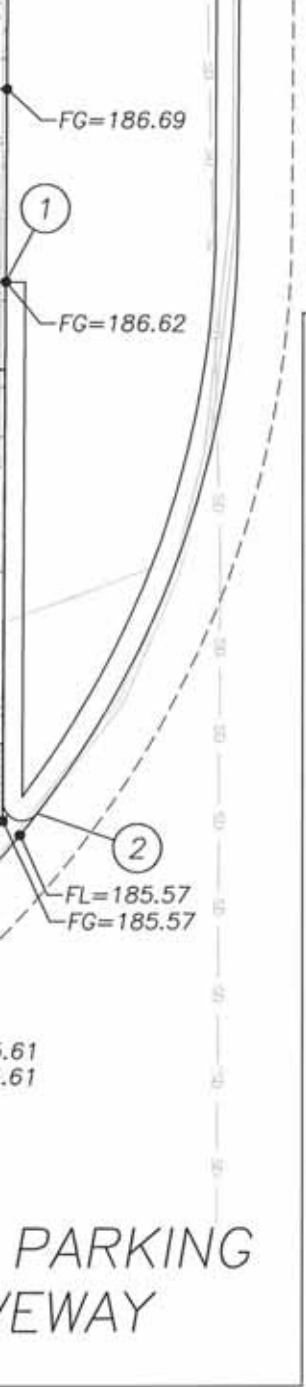
SATTER DR NE

45TH AVE NE

(2) CURB T
(SEE STD DV

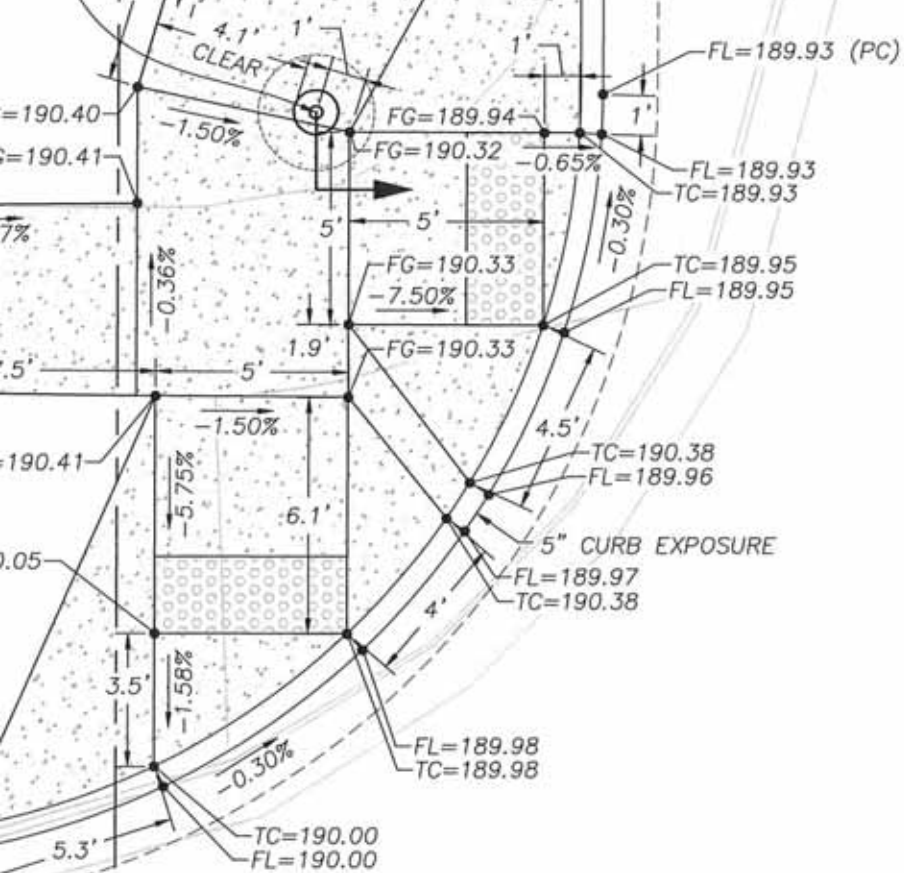


MAR



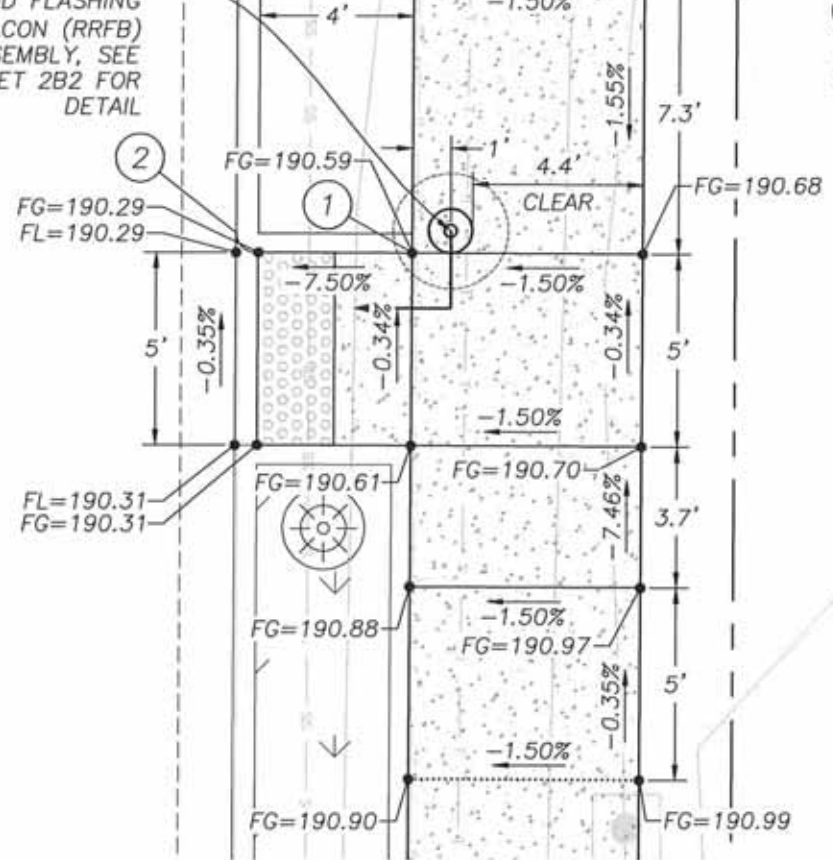
2 CURB T
 (SEE STD DW

MAR



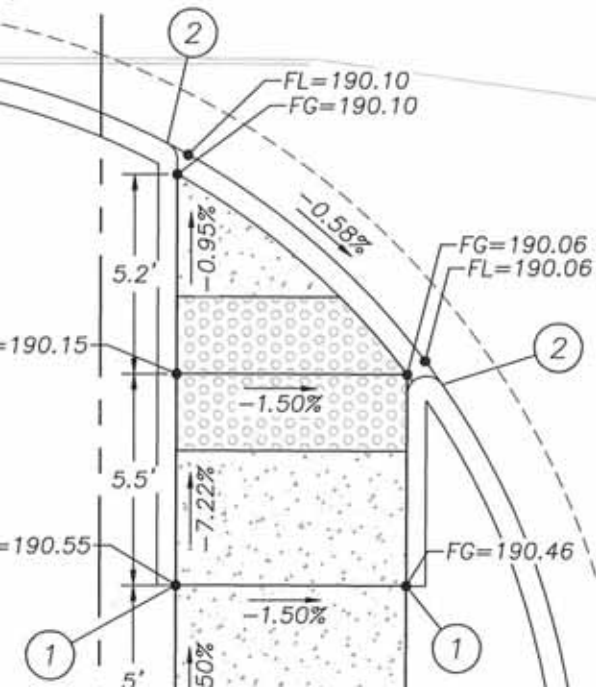
45TH AVE NE

RAPID FLASHING
BEACON (RRFB)
ASSEMBLY, SEE
SHEET 2B2 FOR
DETAIL

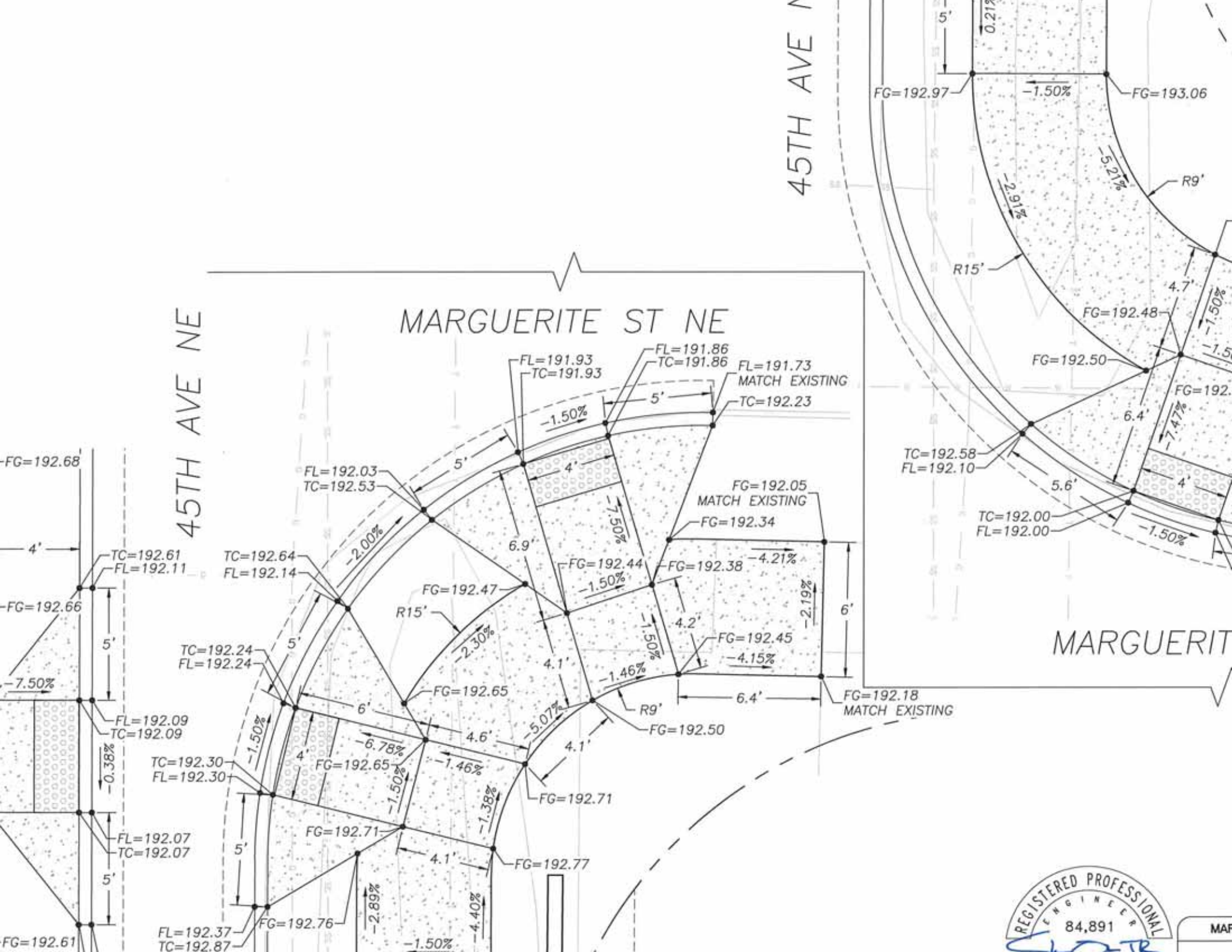


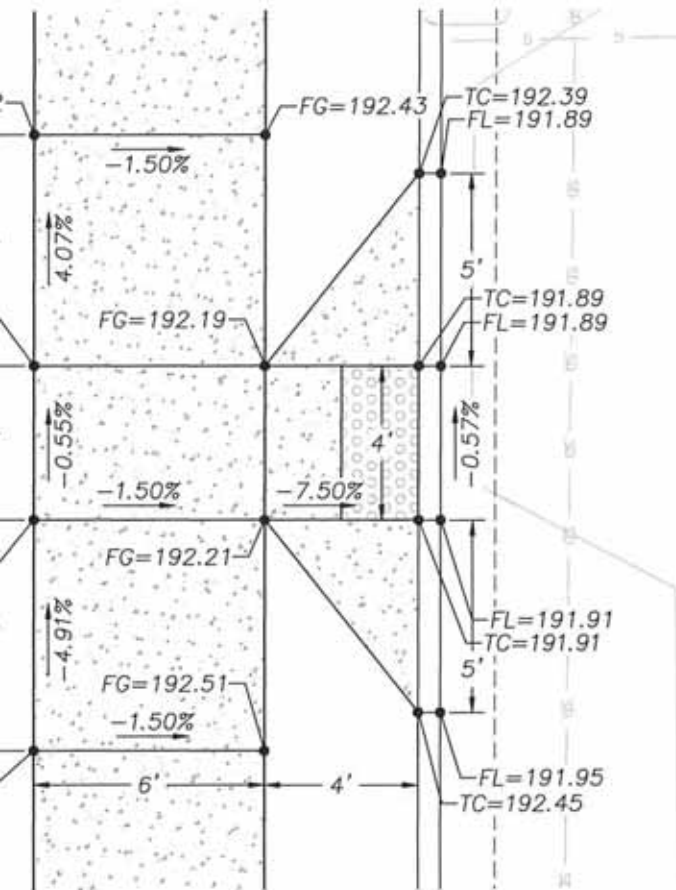
(2) CURB T
(SEE STD DW

FIRE PROTECTION WAY

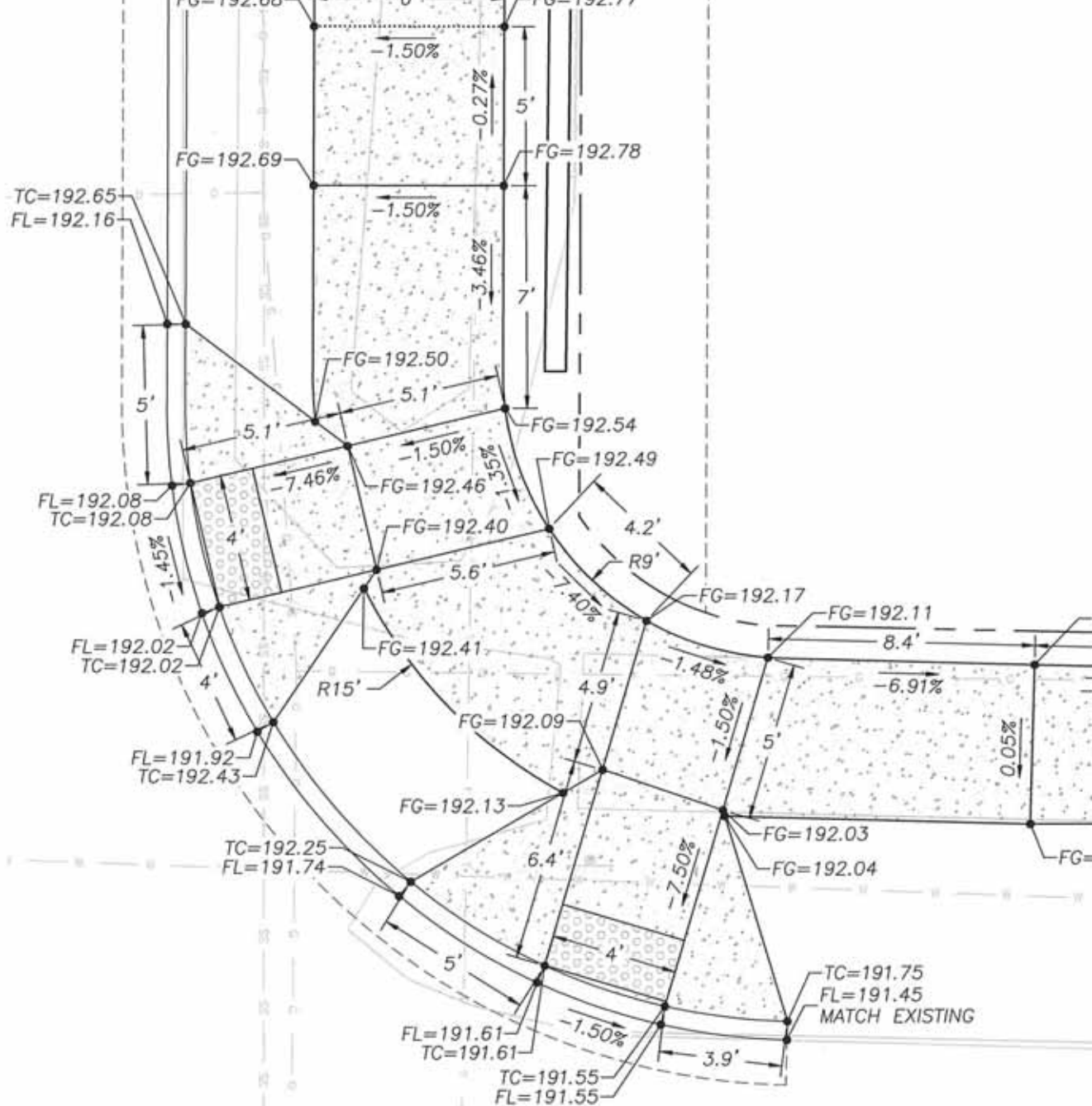


MARI





45TH AVE NE



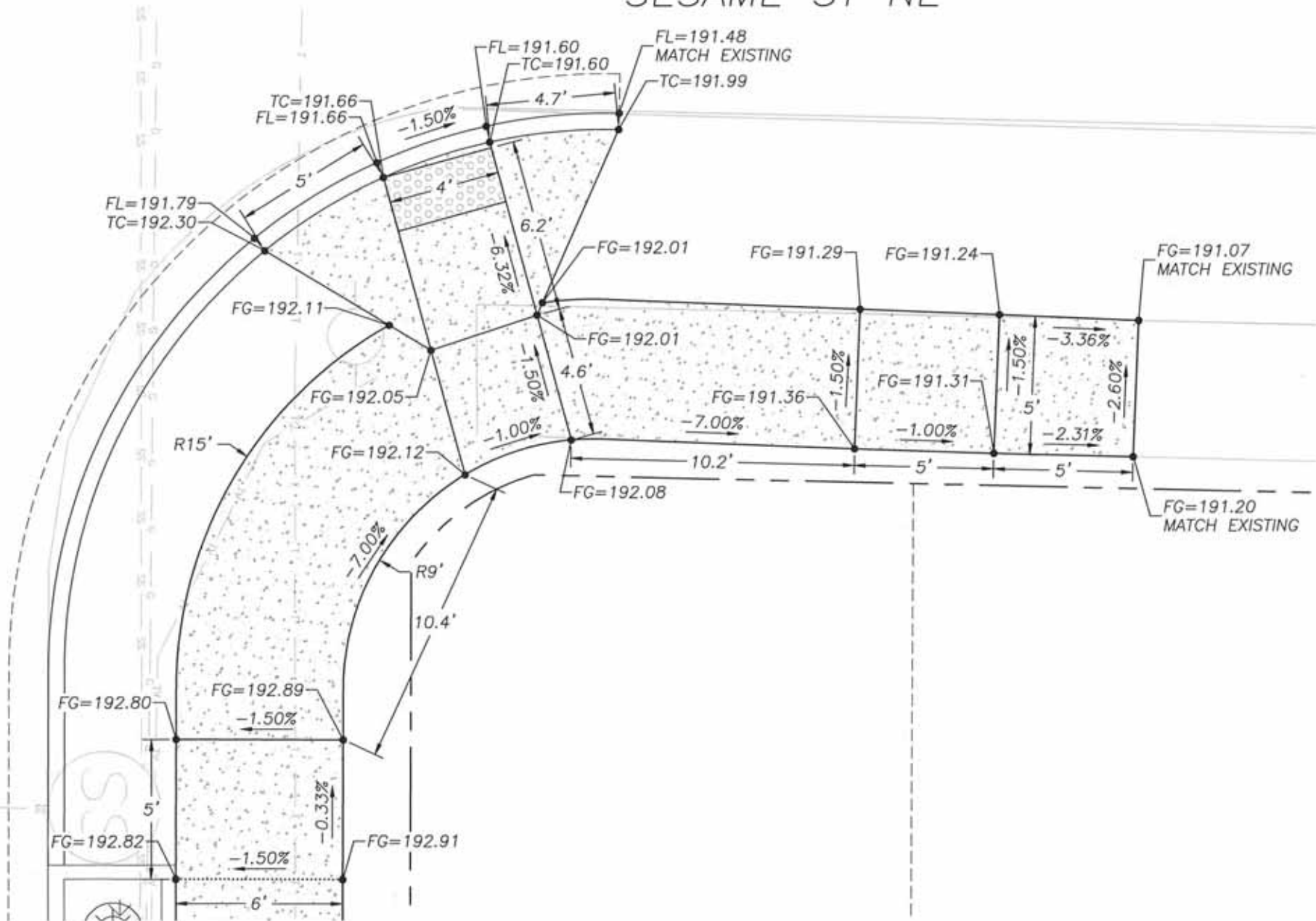
SESAME ST NE



MAP

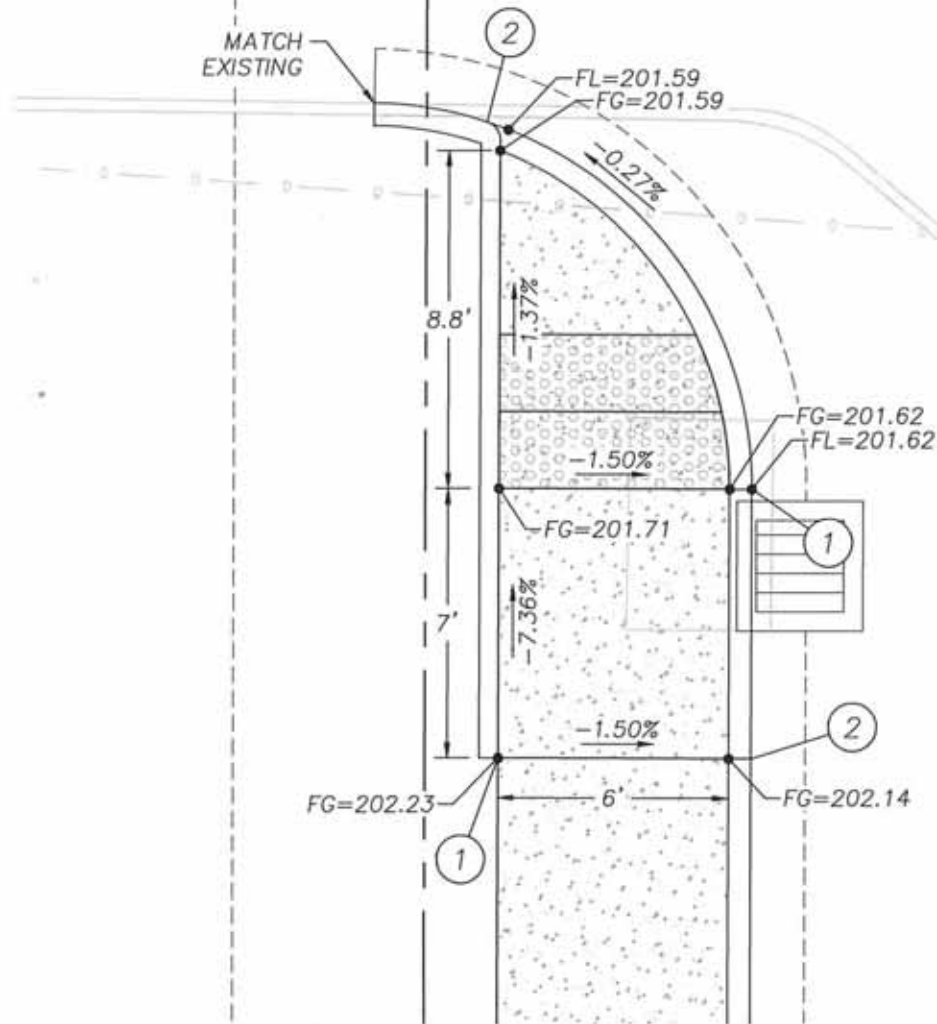
SESAME ST NE

45TH AVE NE



MAP

FREE METHODIST CHURCH DRIVEWAY



45TH AVE NE



BLE

DEPTH	MATERIAL	MINIMUM COVER	STRUCTURE IN
8'	PVC	5.0'	
14'	PVC	3.1'	CB-2
17'	PVC	3.0'	CB-1
16'	PVC	3.2'	CB-2
15'	PVC	3.2'	
19'	PVC	3.1'	MH-1
10'	PVC	3.0'	
19'	PVC	2.9'	MH-1
13'	PVC	2.8'	CB-3
14'	PVC	2.9'	
12'	PVC	3.0'	MH-1
19'	PVC	3.1'	MH-2
10'	PVC	3.2'	BI-8
18'	PVC	3.3'	MH-2
11'	PVC	3.1'	CB-4
10'	PVC	3.1'	
15'	PVC	5.0'	
12'	PVC	3.8'	MH-2
14'	PVC	3.1'	MH-3
18'	PVC	3.6'	MH-3
15'	PVC	3.6'	MH-4
17'	PVC	3.8'	MH-3
13'	PVC	3.1'	MH-4
14'	PVC	3.1'	
19'	PVC	3.2'	
19'	PVC	3.6'	
13'	PVC	2.3'	CB-8
15.9'	PVC	3.6'	MH-4
15'	PVC	3.8'	MH-5
13'	PVC	3.2'	MH-5
14'	PVC	3.2'	
17'	PVC	3.1'	CB-9
12'	PVC	3.5'	MH-5
10'	PVC	3.1'	MH-6
15'	PVC	2.1'	BI-15
13'	PVC	1.7'	
11'	PVC	2.9'	
15'	PVC	2.9'	
13.7'	PVC	3.1'	MH-6
19'	PVC	3.1'	MH-7

PIPE TABLE

END STATION/OFFSET	START STATION/OFFSET	DIAMETER	LENGTH	MATERIAL	MINIMUM COVER	STRUCTURE IN
23+50/16'L	23+50/19'L	6"	3.4'	PVC	3.2'	CB-10
23+50/19'L	23+56/31'L	6"	13.2'	PVC	2.2'	BI-18
24+37/19'R	24+37/20'R	8"	0.9'	PVC	2.4'	
24+88/5'L	24+88/27'L	6"	22.2'	PVC	2.9'	
25+02/5'L	25+02/19'L	8"	14.3'	PVC	3.1'	
25+51/5'L	25+51/31'L	6"	25.6'	PVC	2.1'	
23+50/5'L	26+15/5'L	21"	264.6'	PVC	3.1'	MH-7
26+15/5'L	26+15/19'L	8"	14.4'	PVC	3.2'	MH-8
26+58/5'L	26+58/32'L	6"	26.6'	PVC	2.1'	
27+09/5'L	27+09/32'L	6"	27.4'	PVC	2.1'	
27+13/5'L	27+13/19'L	8"	14.3'	PVC	3.1'	
28+50/5'L	28+50/31'L	6"	26.4'	PVC	2.1'	
28+77/5'L	28+77/27'L	6"	22.0'	PVC	2.7'	
26+15/5'L	29+81/5'L	21"	366.9'	PVC	3.0'	MH-8
29+81/5'L	29+82/19'L	8"	14.4'	PVC	3.1'	MH-9
29+81/5'L	29+83/27'R	8"	31.9'	PVC	3.4'	MH-9
29+82/19'L	29+83/32'L	6"	12.2'	PVC	2.0'	BI-23
30+26/5'L	30+26/34'L	6"	28.8'	PVC	2.2'	
30+54/5'L	30+55/19'L	8"	14.4'	PVC	3.1'	
31+09/5'L	31+09/33'L	12"	27.6'	PVC	4.3'	
31+74/5'L	31+74/19'L	8"	14.4'	PVC	3.5'	
32+41/5'L	32+40/28'R	12"	32.9'	PVC	3.9'	MH-10
32+40/28'R	32+40/31'R	8"	3.4'	PVC	3.9'	CB-11
29+81/5'L	32+41/5'L	21"	259.2'	PVC	3.2'	MH-9
32+41/5'L	32+41/16'L	12"	10.9'	PVC	3.4'	MH-10
32+41/16'L	32+41/32'L	6"	16.1'	PVC	2.2'	CB-12
32+75/5'L	32+75/33'L	6"	28.1'	PVC	2.9'	
32+89/5'L	32+89/19'L	8"	14.4'	PVC	3.1'	
32+89/19'L	32+96/27'L	6"	11.1'	PVC	2.7'	BI-28
32+41/5'L	33+55/5'L	21"	114.7'	PVC	4.1'	MH-10
33+55/5'L	33+57/28'R	12"	32.9'	PVC	3.7'	MH-11
33+57/28'R	33+58/31'R	8"	3.6'	PVC	3.6'	CB-13
34+21/5'L	34+21/19'L	8"	14.4'	PVC	3.4'	
35+00/5'L	35+00/36'L	6"	30.6'	PVC	2.0'	
35+57/5'L	35+57/35'L	6"	30.2'	PVC	2.3'	
36+45/35'L	36+16/36'L	6"	28.9'	PVC	1.9'	AD-18
36+34/5'L	36+34/35'R	6"	39.8'	PVC	2.4'	
36+48/5'L	36+43/19'R	12"	24.2'	PVC	4.1'	MH-12
36+43/19'R	36+44/22'R	8"	3.6'	PVC	4.1'	CB-14
36+48/5'L	36+45/35'L	6"	30.3'	PVC	3.3'	MH-12

PIPE TABLE

END STATION/OFFSET	START STATION/OFFSET	DIAMETER	LENGTH	MATERIAL	MINIMUM COVER	STRUCTURE #
33+55/5'L	36+48/5'L	21"	292.9'	PVC	4.1'	MH-11
36+75/5'L	36+75/38'L	6"	32.7'	PVC	2.2'	
37+15/5'L	37+15/19'L	8"	14.4'	PVC	3.4'	
37+25/5'L	37+25/33'R	6"	38.4'	PVC	2.1'	
37+50/5'L	37+50/32'L	6"	27.5'	PVC	2.3'	
38+97/5'L	38+97/35'R	6"	40.1'	PVC	3.2'	
39+08/5'L	39+08/30'L	6"	24.6'	PVC	2.9'	
39+47/5'L	39+47/19'R	8"	24.3'	PVC	3.7'	
39+75/5'L	39+75/29'L	6"	24.2'	PVC	2.9'	
40+00/16'R	39+81/35'R	6"	26.7'	PVC	2.1'	CB-15
36+48/5'L	40+00/5'L	21"	351.5'	PVC	3.6'	MH-12
40+00/5'L	40+00/16'L	12"	10.9'	PVC	3.1'	MH-13
40+00/5'L	40+00/16'R	12"	20.9'	PVC	3.4'	MH-13
40+00/16'L	40+00/19'L	8"	3.5'	PVC	3.2'	CB-16
40+01/33'L	40+03/33'L	6"	1.1'	PVC	0.8'	
40+49/19'R	40+43/35'R	6"	16.9'	PVC	2.9'	BI-35
40+49/5'L	40+49/19'R	8"	24.3'	PVC	3.5'	
40+91/5'L	40+91/28'L	6"	23.6'	PVC	2.0'	
41+29/5'L	41+29/33'R	6"	38.3'	PVC	3.1'	
41+82/5'L	41+82/19'L	8"	14.4'	PVC	3.1'	
42+58/16'R	42+25/35'R	6"	38.0'	PVC	2.1'	CB-17
42+29/5'L	42+29/37'L	6"	32.4'	PVC	2.1'	
42+73/14'R	42+58/16'R	12"	15.1'	PVC	3.0'	MH-15
40+00/5'L	42+67/5'L	21"	267.3'	PVC	3.5'	MH-13
42+67/5'L	42+67/36'L	6"	31.0'	PVC	2.2'	MH-14
42+67/4'L	42+73/14'R	18"	18.9'	PVC	3.0'	MH-14
43+37/5'L	43+37/19'L	8"	14.4'	PVC	3.0'	
42+74/14'R	43+39/14'R	15"	65.3'	PVC	1.0'	MH-15
43+84/5'L	43+84/33'L	6"	28.2'	PVC	2.1'	
44+25/5'L	44+25/19'L	8"	14.3'	PVC	3.0'	
44+92/5'L	44+92/19'L	8"	14.3'	PVC	2.9'	
45+00/5'L	45+00/35'L	6"	30.2'	PVC	1.9'	
45+64/5'L	45+64/21'R	8"	26.2'	PVC	2.4'	
45+79/5'L	45+79/24'L	6"	19.3'	PVC	2.4'	
45+88/5'L	45+88/19'L	8"	14.3'	PVC	2.9'	
46+29/5'L	46+29/35'R	6"	39.7'	PVC	2.2'	
46+53/5'L	46+53/35'L	6"	30.1'	PVC	2.1'	
47+01/5'L	47+01/35'L	6"	30.0'	PVC	2.1'	
47+15/5'L	47+15/36'R	6"	40.6'	PVC	2.1'	
42+67/5'L	47+66/5'L	18"	498.9'	PVC	3.0'	MH-14

END STATION/OFFSET	START STATION/OFFSET
47+66/5'L	47+70/19'
47+66/5'L	47+74/19'
47+87/5'L	47+87/25'
48+11/5'L	48+11/44'
48+11/44'L	48+40/44'
48+84/5'L	48+80/16'
47+66/5'L	48+84/5'L
48+80/16'R	48+85/16'
48+84/5'L	48+90/16'
48+90/16'L	48+90/19'
49+60/5'L	49+60/21'
50+58/31'L	50+54/31'
48+84/5'L	50+58/5'L
50+58/5'L	50+58/24'
50+85/5'L	50+85/30'
51+25/5'L	51+25/31'
50+58/5'L	51+55/5'L
51+55/5'L	51+55/16'
51+90/5'L	51+90/31'
52+03/5'L	52+03/26'
52+25/5'L	52+25/31'
52+88/5'L	52+88/31'
53+32/5'L	53+32/32'
53+77/5'L	53+73/24'
51+55/5'L	53+77/5'L
53+77/5'L	53+79/16'
53+79/16'L	53+82/32'
54+46/2'L	54+47/28'
55+08/3'L	55+08/28'
55+47/3'L	55+48/42'
55+77/4'L	55+77/29'
53+77/5'L	56+46/5'L
56+47/7'L	56+75/44'

NOTES:



MAI

STRUCTURE TABLE

	CONNECTED PIPES	RIM TO DEEPEST INVERT	STATION/OFFSET
RAIN	1	4.5'	20+09/29'R
RAIN	1	4.4'	20+70/29'R
RAIN	1	2.8'	22+02/32'L
RAIN	1	3.4'	22+95/31'L
RAIN	1	2.7'	23+56/31'L
RAIN	1	2.6'	25+51/32'L
RAIN	1	2.9'	26+58/32'L
RAIN	1	2.6'	27+09/33'L
RAIN	1	2.6'	28+50/31'L
RAIN	1	2.5'	29+83/32'L
RAIN	1	2.7'	30+26/34'L
RAIN	1	2.7'	32+41/32'L
RAIN	1	3.4'	32+75/33'L
RAIN	1	2.5'	35+00/36'L
RAIN	1	2.8'	35+57/35'L
RAIN	1	2.5'	36+16/36'L
RAIN	1	2.9'	36+34/35'R
RAIN	2	3.8'	36+45/35'L
RAIN	1	2.7'	36+75/38'L
RAIN	1	2.6'	37+25/33'R
RAIN	1	2.9'	37+50/32'L
RAIN	1	3.6'	38+97/35'R
RAIN	1	2.6'	39+81/35'R
RAIN	1	2.0'	40+03/33'L
RAIN	1	2.6'	40+43/35'R
RAIN	1	2.6'	42+29/37'L
RAIN	1	2.8'	42+67/36'L
RAIN	1	2.0'	43+84/33'L
RAIN	1	2.5'	45+00/35'L
RAIN	1	2.2'	46+29/35'R
RAIN	1	2.8'	46+53/35'L
RAIN	1	2.6'	47+01/35'L
RAIN	1	2.6'	47+15/36'R
RAIN	1	2.9'	50+54/31'L
RAIN	1	2.4'	50+85/30'L
RAIN	1	2.6'	51+25/31'L
RAIN	1	2.7'	51+90/31'L
RAIN	1	3.0'	52+25/31'L
RAIN	1	2.5'	52+88/31'L
RAIN	1	2.6'	53+32/32'L

STRUCTURE TABLE

NAME	TYPE	CONNECTED PIPES	RIM TO DEEPEST INVERT	STATION/OFFSET
AD-41	PRIVATE YARD AREA DRAIN	1	2.6'	53+82/32'L
AD-42	PRIVATE YARD AREA DRAIN	1	2.6'	54+47/28'L
AD-43	PRIVATE YARD AREA DRAIN	1	2.5'	55+08/28'L
AD-44	PRIVATE YARD AREA DRAIN	1	3.7'	55+48/42'R
AD-45	PRIVATE YARD AREA DRAIN	1	2.5'	55+77/29'L
AD-46	PRIVATE YARD AREA DRAIN	1	2.9'	56+76/45'L
BI-1	BEEHIVE INLET	1	4.9'	11+65/22'R
BI-2	BEEHIVE INLET	1	3.4'	12+27/20'L
BI-3	BEEHIVE INLET	1	3.4'	12+38/20'R
BI-4	BEEHIVE INLET	1	3.5'	12+56/20'R
BI-5	BEEHIVE INLET	1	3.4'	12+62/20'L
BI-6	BEEHIVE INLET	1	3.3'	13+05/20'L
BI-7	BEEHIVE INLET	1	3.4'	14+35/21'L
BI-8	BEEHIVE INLET	1	3.3'	14+35/21'R
BI-9	BEEHIVE INLET	1	3.9'	16+41/21'R
BI-10	BEEHIVE INLET	1	3.3'	16+41/19'L
BI-11	BEEHIVE INLET	1	3.7'	18+30/21'R
BI-12	BEEHIVE INLET	1	3.3'	18+57/19'L
BI-13	BEEHIVE INLET	1	3.3'	19+52/19'L
BI-14	BEEHIVE INLET	1	3.4'	21+00/19'L
BI-15	BEEHIVE INLET	2	3.2'	22+00/19'L
BI-16	BEEHIVE INLET	1	2.5'	22+40/22'R
BI-17	BEEHIVE INLET	1	2.9'	23+08/21'R
BI-18	BEEHIVE INLET	2	3.3'	23+50/19'L
BI-19	BEEHIVE INLET	1	2.6'	24+37/21'R
BI-20	BEEHIVE INLET	1	3.4'	25+02/19'L
BI-21	BEEHIVE INLET	1	3.5'	26+15/19'L
BI-22	BEEHIVE INLET	1	3.4'	27+13/19'L
BI-23	BEEHIVE INLET	2	3.4'	29+82/19'L
BI-24	BEEHIVE INLET	1	3.8'	29+83/27'R
BI-25	BEEHIVE INLET	1	3.3'	30+55/19'L
BI-26	BEEHIVE INLET	1	3.6'	31+74/19'L
BI-27	BEEHIVE INLET	1	4.1'	32+40/31'R
BI-28	BEEHIVE INLET	2	3.1'	32+89/19'L
BI-29	BEEHIVE INLET	1	3.8'	33+58/31'R
BI-30	BEEHIVE INLET	1	3.6'	34+21/19'L
BI-31	BEEHIVE INLET	1	4.3'	36+44/22'R
BI-32	BEEHIVE INLET	1	3.6'	37+15/19'L
BI-33	BEEHIVE INLET	1	4.1'	39+47/19'R
BI-34	BEEHIVE INLET	1	3.5'	40+00/19'L

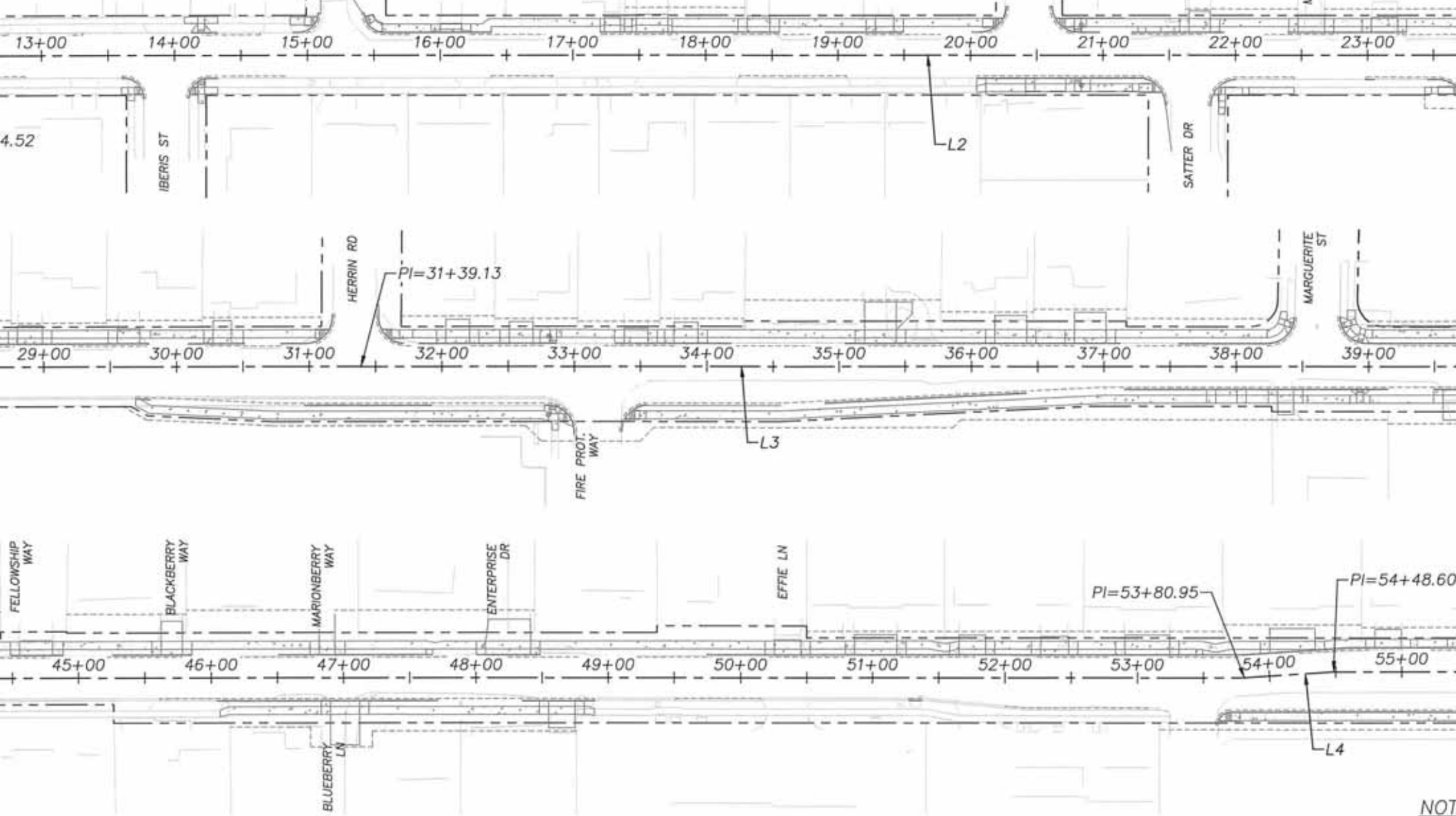
STRUCTURE TABLE

NAME	TYPE	CONNECTED PIPES	RIM TO DEEPEST INVERT	STATION/OFFSET
BI-35	BEEHIVE INLET	2	4.0'	40+49/19'R
BI-36	BEEHIVE INLET	1	3.4'	41+82/19'L
BI-37	BEEHIVE INLET	1	3.3'	43+37/19'L
BI-38	BEEHIVE INLET	1	3.4'	44+25/19'L
BI-39	BEEHIVE INLET	1	3.3'	44+92/19'L
BI-40	BEEHIVE INLET	1	2.7'	45+64/21'R
BI-41	BEEHIVE INLET	1	3.2'	45+88/19'L
BI-42	BEEHIVE INLET	1	3.3'	47+70/19'L
BI-43	BEEHIVE INLET	1	3.4'	47+74/19'R
BI-44	BEEHIVE INLET	1	3.4'	48+90/19'L
BI-45	BEEHIVE INLET	1	4.0'	49+60/21'R
BI-46	BEEHIVE INLET	1	3.3'	52+03/26'R
CB-1	CONCRETE INLET - TYPE G-2	2	4.0'	12+27/16'L
CB-2	CONCRETE INLET - TYPE G-2	3	4.2'	12+39/16'R
CB-3	CONCRETE INLET - TYPE G-2	2	3.7'	12+61/16'L
CB-4	CONCRETE INLET - TYPE G-2	2	4.1'	14+34/16'L
CB-5	CONCRETE INLET - TYPE G-2	2	4.2'	14+34/16'R
CB-6	CONCRETE INLET - TYPE D	1	4.0'	15+41/39'L
CB-7	CONCRETE INLET - TYPE CG-3	1	3.3'	20+25/35'L
CB-8	CONCRETE INLET - TYPE G-2	2	4.5'	20+71/18'L
CB-9	CONCRETE INLET - TYPE G-2	2	4.1'	22+01/16'L
CB-10	CONCRETE INLET - TYPE G-2	2	4.1'	23+50/16'L
CB-11	CONCRETE INLET - TYPE G-2	2	5.0'	32+40/28'R
CB-12	CONCRETE INLET - TYPE G-2	2	4.4'	32+41/16'L
CB-13	CONCRETE INLET - TYPE G-2	2	4.7'	33+57/28'R
CB-14	CONCRETE INLET - TYPE G-2	2	5.1'	36+43/19'R
CB-15	CONCRETE INLET - TYPE G-2	2	4.4'	40+00/16'R
CB-16	CONCRETE INLET - TYPE G-2	2	4.1'	40+00/16'L
CB-17	CONCRETE INLET - TYPE G-2	2	4.0'	42+58/16'R
CB-18	CONCRETE INLET - TYPE G-2	2	3.3'	48+11/44'L
CB-19	CONCRETE INLET - TYPE G-2	1	3.3'	48+40/44'L
CB-20	CONCRETE INLET - TYPE G-2	2	2.9'	48+80/16'R
CB-21	CONCRETE INLET - TYPE G-2	2	4.0'	48+90/16'L
CB-22	CONCRETE INLET - TYPE G-2	1	4.0'	51+55/16'L
CB-23	CONCRETE INLET - TYPE G-2	1	3.8'	53+73/24'R
CB-24	CONCRETE INLET - TYPE G-2	2	4.0'	53+79/16'L
MH-1	48" FLAT TOP STORM SEWER MANHOLE	4	5.0'	12+61/5'L
MH-2	48" FLAT TOP STORM SEWER MANHOLE	4	5.8'	14+34/5'L
MH-3	48" FLAT TOP STORM SEWER MANHOLE	4	5.8'	16+40/5'L
MH-4	48" FLAT TOP STORM SEWER MANHOLE	4	5.9'	18+46/5'L

STRUCTURE TABLE

NAME	TYPE
MH-5	48" FLAT TOP STORM SEWER MANHOLE
MH-6	48" FLAT TOP STORM SEWER MANHOLE
MH-7	48" FLAT TOP STORM SEWER MANHOLE
MH-8	48" FLAT TOP STORM SEWER MANHOLE
MH-9	48" FLAT TOP STORM SEWER MANHOLE
MH-10	48" FLAT TOP STORM SEWER MANHOLE
MH-11	48" FLAT TOP STORM SEWER MANHOLE
MH-12	48" FLAT TOP STORM SEWER MANHOLE
MH-13	48" FLAT TOP STORM SEWER MANHOLE
MH-14	48" FLAT TOP STORM SEWER MANHOLE
MH-15	48" FLAT TOP STORM SEWER MANHOLE
MH-16	48" FLAT TOP STORM SEWER MANHOLE
MH-17	48" FLAT TOP STORM SEWER MANHOLE
MH-18	48" FLAT TOP STORM SEWER MANHOLE
MH-19	48" FLAT TOP STORM SEWER MANHOLE
MH-20	48" FLAT TOP STORM SEWER MANHOLE
MH-21	48" FLAT TOP STORM SEWER MANHOLE



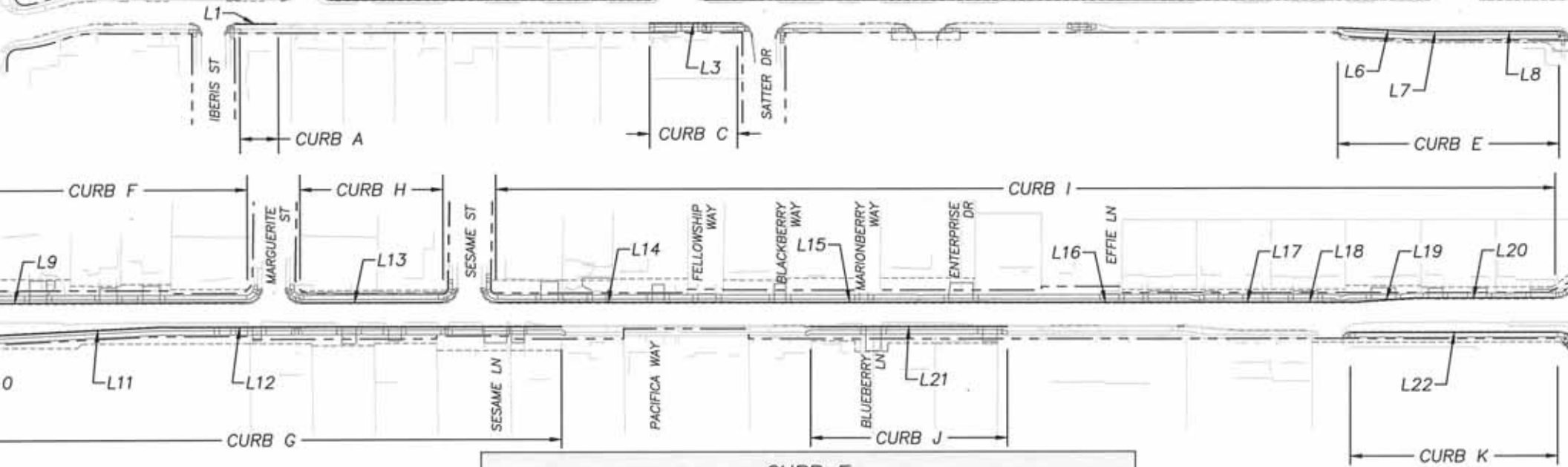


45TH AVE CONSTRUCTION CENTERLINE					
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
L1	10+58.99	41.01	S1° 41' 15"W	236834.14	192538.84
C1	11+00.00	190.19	22°26'56"	236793.15	192537.63
C2	11+74.52	138.96	21°01'00"	236720.12	192549.84
L2	12+25.49	1913.64	S0° 15' 19"W	236670.23	192558.81
L3	31+39.13	2241.81	S0° 16' 06"W	234756.61	192550.28



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MAP



CURB A			
LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
6.93	S0° 17' 02"W	236470.10	192541.02

CURB B			
LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
49.78	S0° 15' 19"W	236338.14	192574.33

CURB C			
LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
22.55	S0° 15' 19"W	235891.07	192538.34

CURB D			
LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
32.91	S0° 15' 19"W	235814.36	192571.99
33.74	S0° 15' 19"W	235731.45	192571.62

CURB E			
LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING

CURB F					
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
L9	0+00.00	652.38	S0° 16' 06"W	234723.72	192567.13

CURB G					
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
L10	0+00.00	100.42	S0° 18' 50"W	234540.13	192520.27
L11	1+00.42	245.30	S2° 33' 16"E	234439.71	192519.72
L12	3+45.72	563.10	S0° 16' 06"W	234194.66	192530.65

CURB H					
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
L13	0+00.00	200.19	S0° 16' 06"W	233997.34	192563.73

CURB I					
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA	START NORTHING	START EASTING
L14	0+00.00	315.19	S0° 16' 06"W	233723.13	192562.44
L15	3+15.19	360.54	S0° 16' 06"W	233407.95	192560.97
L16	6+75.73	356.60	S0° 16' 06"W	233047.41	192559.28
L17	10+32.33	42.20	S0° 16' 06"W	232690.81	192557.61

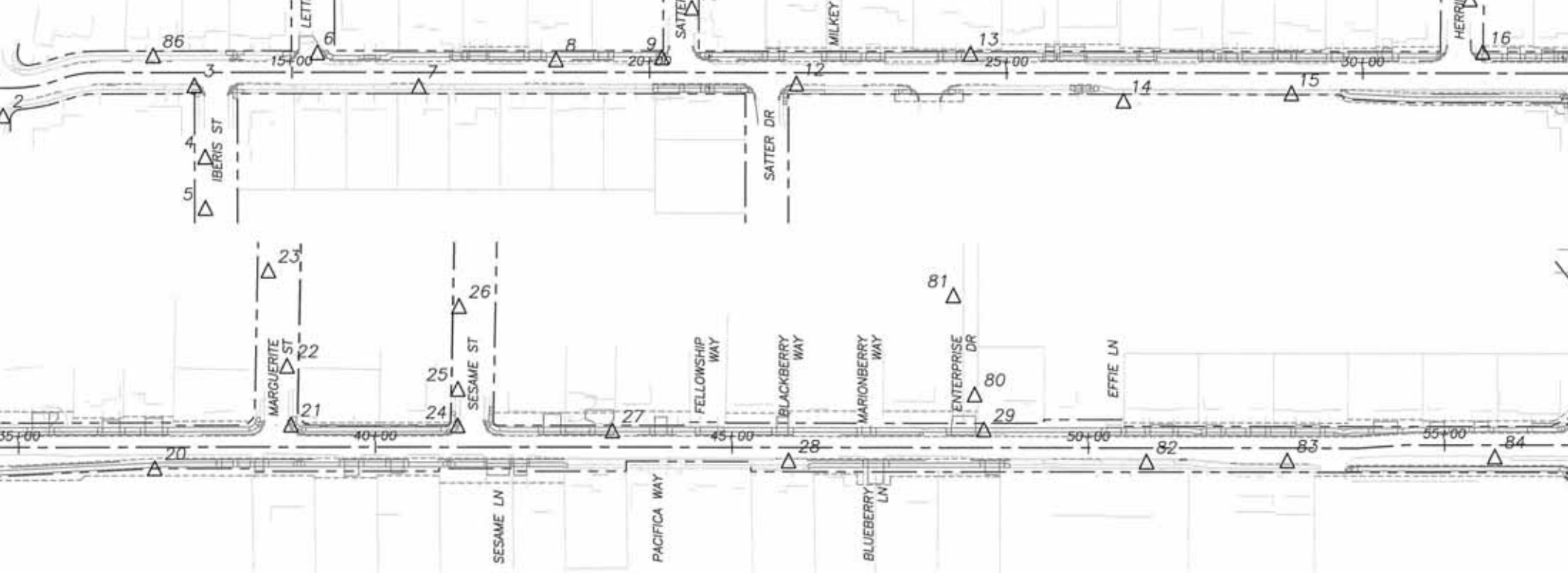
CURB J			
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA
L21	0+00.00	276.27	S0° 16' 06"W

CURB K			
SEGMENT	START STATION	LENGTH/ RADIUS	DIRECTION/ DELTA
L22	0+00.00	290.66	S0° 16' 06"W



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1. C
C
C
C

MAP



CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	236851.69	192576.64	181.51	PK NAIL
3	236800.89	192496.69	179.49	SPIKE
4	236532.59	192537.37	178.83	SPIKE
5	236517.91	192437.17	177.67	PK NAIL
6	236517.95	192365.78	177.21	PK NAIL
7	236360.49	192582.24	181.68	SPIKE
8	236218.87	192534.50	183.69	SPIKE
9	236026.82	192571.01	184.49	SPIKE
10	235878.63	192573.48	184.79	SPIKE
11	235836.08	192642.79	185.41	PK NAIL
12	235869.04	192725.73	185.56	SPIKE
13	235690.49	192536.18	185.78	PK NAIL

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
13	235446.31	192577.31	185.79	SPIKE
14	235231.42	192510.45	187.89	SPIKE
15	234996.30	192520.52	187.98	SPIKE
16	234727.09	192576.62	189.98	SPIKE
17	234745.01	192650.98	189.19	PK NAIL
18	234775.30	192774.97	189.87	PK NAIL
19	234488.60	192516.72	192.16	SPIKE
20	234205.04	192515.30	190.71	SPIKE
21	234013.88	192575.30	191.88	SPIKE
22	234018.70	192657.57	190.25	PK NAIL
23	234044.32	192790.89	189.28	PK NAIL
24	233780.60	192572.88	191.82	SPIKE

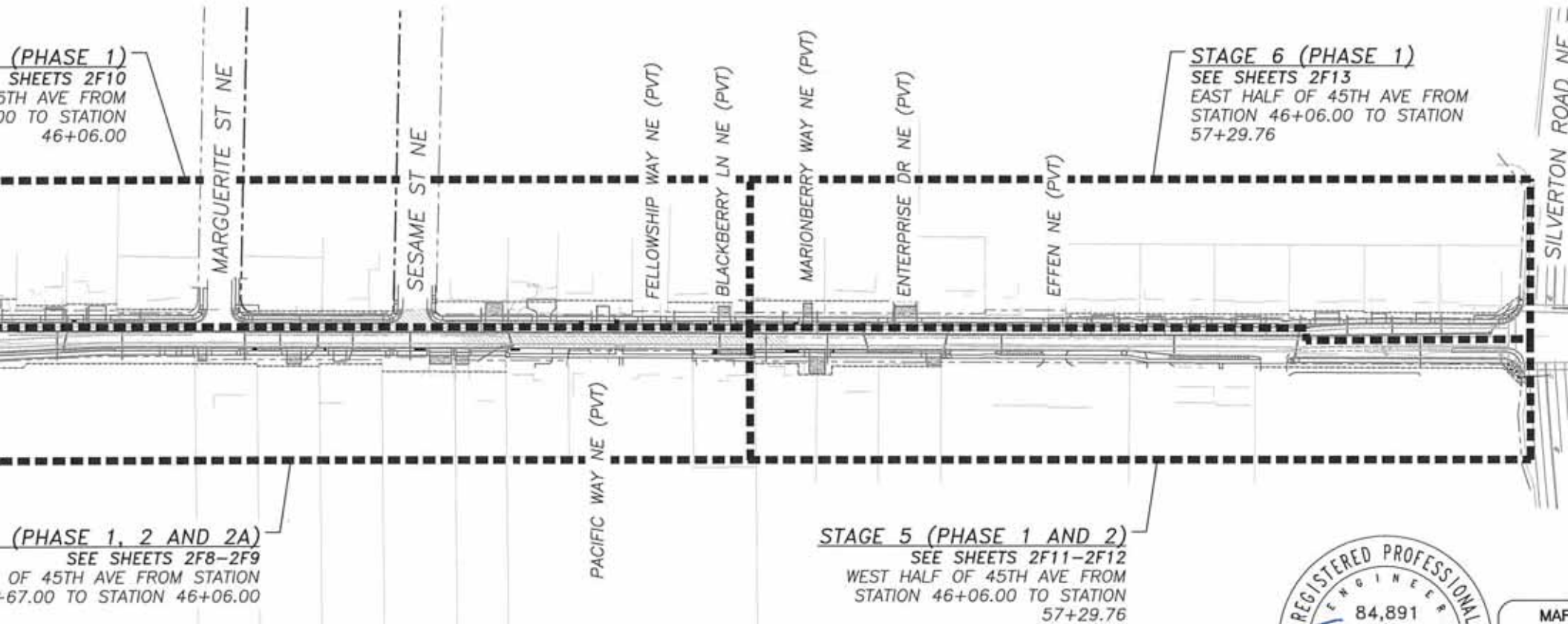
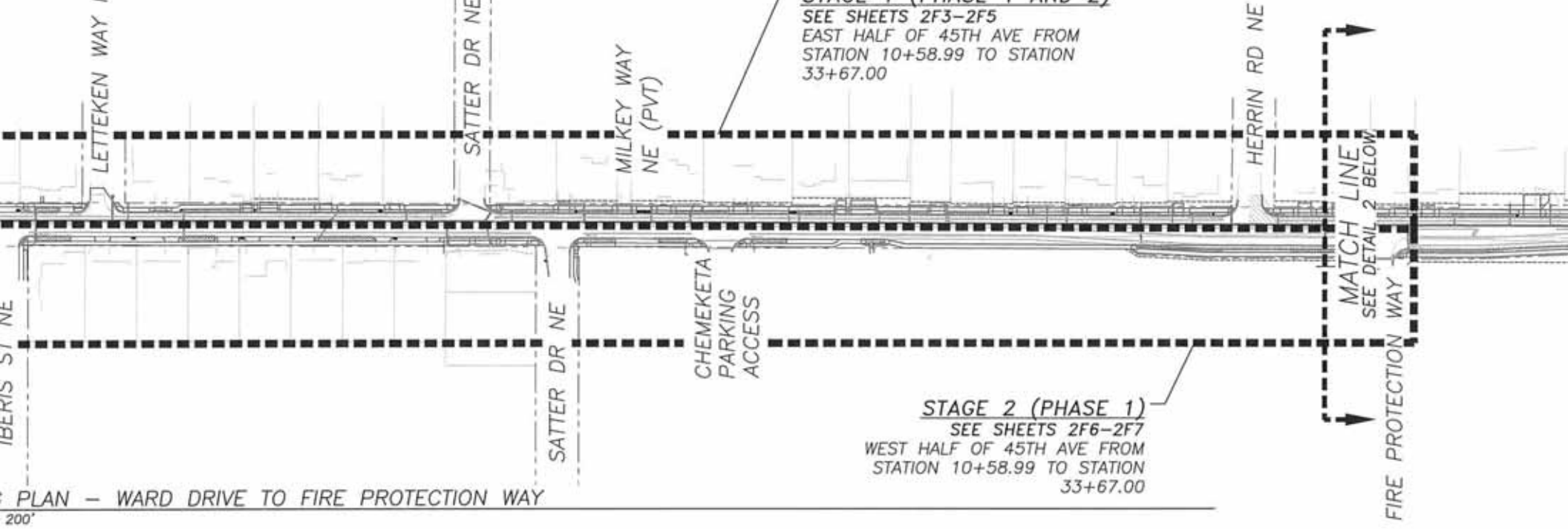
CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
25	233780.04	192624.12	190.15	SPIKE
26	233777.72	192739.85	188.30	SPIKE
27	233563.69	192564.93	193.49	SPIKE
28	233316.95	192522.18	196.36	SPIKE
29	233042.76	192564.64	198.75	SPIKE
80	233055.77	192613.79	198.07	PK NAIL
81	233085.21	192752.34	198.00	PK NAIL
82	232814.42	192518.93	200.70	SPIKE
83	232617.43	192519.99	201.14	PK NAIL
84	232325.35	192524.21	202.53	SPIKE
85	232208.85	192598.08	203.75	SPIKE
86	236590.04	192579.05	178.19	SPIKE

COORDINATE SYSTEM: OREGON COORDINATE REFERENCE SYSTEM (SALEM ZONE)
 HORIZONTAL PROJECTION: NAD83
 VERTICAL DATUM: NAVD88



MAR



ED TO NOTIFY THE COUNTY TWO WEEKS PRIOR TO ANY CONSTRUCTION

WORK WITHIN THE INDICATED STAGES AND PHASES PRIOR TO BEGINNING PHASES, UNLESS APPROVED IN ADVANCE BY THE ENGINEER.

G TM800 AND TM850 FOR REQUIRED TAPER LENGTHS AND SIGN SPACING.

ES THAT REQUIRE ONLY ONE OPEN TRAFFIC LANE, THE CONTRACTOR SHALL MAINTAIN THE AREA REQUIRED FOR OPERATIONS BEING PERFORMED AND THE TAPER LENGTH (LENGTH LIMITATIONS DOES NOT INCLUDE PAVING OPERATIONS). MAINTAIN ACCESS AS NECESSARY.

CONSTRUCTION TO MAINTAIN ACCESS TO RESIDENTIAL STREETS, DRIVEWAYS AND ALLEYS.

MINIMUMS, ADJUST AS REQUIRED TO FIT FIELD CONDITIONS. CONTRACTOR SHALL NOT BLOCK ROADWAYS, DRIVEWAYS AND PEDESTRIAN ACCESS ROUTES.

MAINTAIN TEMPORARY PEDESTRIAN ACCESS ROUTES (TPAR), AS SHOWN IN PLANS. SHALL NOT BE LESS THAN 4'-FEET. CONTRACTOR SHALL ENSURE THAT THE ROUTES ARE A.D.A. COMPLIANT PRIOR TO MOVING TO SUBSEQUENT PHASES.

TO ONE CORNER OF AN INTERSECTION AT A TIME. CONTRACTOR TO MAINTAIN ACCESS IS MAINTAINED THROUGHOUT WORK ZONE. WORK ZONE PEDESTRIAN ACCESS SHALL BE AT LEAST TO OR BETTER THAN WHAT EXISTED PRIOR TO CONSTRUCTION

ALL CONSIST OF PEDESTRIAN CHANNELIZATION DEVICES, TEMPORARY TRUNCATED DOMES TO DELINEATE THE TEMPORARY CROSSWALK), TEMPORARY TRUNCATED DOMES ON PLANS.

ITIES THAT CLOSE AN INTERSECTION CORNER (I.E. AT IBERIS ST., AT THE PROTECTION WAY, SESAME ST.), PLACE ADVANCED SIGNAGE AT THE CORNER OF THE RESPECTIVE ROAD THAT CROSSES PEDESTRIANS TO THE OPEN-SIDE SIDE SHOWN AS THE TEMPORARY ACCESS ROUTE (TPAR) ON THE PLANS. REQUIRED BY ODOT STANDARD DETAIL TM 844 ARE NOT SHOWN ON PLANS, STILL REQUIRED.

DIRECTED FOR ADEQUATE TRAFFIC SAFETY AND SHALL BE REMOVED OR

8

819L

PEDESTRIAN CHANNELIZING
DEVICE AS SHOWN IN PLANS

TEMPORARY 1'-WIDE
REMOVABLE WHITE TAPE

100' (TYP)

819R

TO TRANSITION THE PEDESTRIANS FROM
PEDESTRIAN ROUTE TO THE ROADWAY,
PROVIDE TEMPORARY TRUNCATED DOMES
WHERE AN EXISTING ADA RAMP WITH A
DETECTABLE WARNING SURFACE DOES
NOT ALREADY EXIST

STAGE	PHASE (SHEET #)	OPEN LANE CONFIGURATION	WORK D
1	1 (2F3)	(1) 10' MIN. TRAVEL LANE (1) 5' WIDE BIKE LANE	STORM DRAIN MAINLINE AND SIDEWALK CONSTRUCTION ONLY.
1	2 (2F4)	(2) 10' MIN. TRAVEL LANES NO BIKE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, SWALE, STORM CURB INLETS, AND STORM DRAIN CONSTRUCTION ONLY.
2	1 (2F6)	(2) 10' MIN. TRAVEL LANES NO BIKE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, SWALE, STORM CURB INLETS, AND STORM DRAIN CONSTRUCTION ONLY.
3	1 (2F8)	(1) 10' MIN. TRAVEL LANE NO BIKE LANE	STORM DRAIN MAINLINE AND SIDEWALK CONSTRUCTION ONLY.
	2 (2F9)	(2) 10' MIN. TRAVEL LANE NO BIKE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, SWALE, STORM CURB INLETS, AND STORM DRAIN CONSTRUCTION ONLY.
	2A (2F9)	(1) 10' MIN. TRAVEL LANE NO BIKE LANE	STORM LATERAL CONSTRUCTION ONLY OR AS REQUIRED TO RECONSTRUCT
4	1 (2F10)	(2) 10' MIN. TRAVEL LANES NO BIKE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, SWALE, STORM CURB INLETS, AND STORM DRAIN CONSTRUCTION ONLY.
5	1 (2F11)	(1) 10' MIN. TRAVEL LANE 5' BIKE LANE	STORM DRAIN MAINLINE AND SIDEWALK CONSTRUCTION ONLY.
	2 (2F12)	(2) 10' MIN. TRAVEL LANE NO BIKE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, SWALE, STORM CURB INLETS, AND STORM DRAIN CONSTRUCTION ONLY.
	2A (SEE STAGE 3 PHASE 2A ON SHEET 2F9 FOR SIMILAR)	(1) 10' MIN. TRAVEL LANE NO BIKE LANE	STORM LATERAL CONSTRUCTION ONLY OR AS REQUIRED TO RECONSTRUCT
6	1 (2F13)	(2) 10' MIN. TRAVEL LANES NO BIKE LANE	STORM DRAIN MAINLINE AND SIDEWALK RAMPS, DRIVEWAYS, CURBING, STORM CURB INLETS, ASPHALT BASE COURSE
7	N/A	(1) 10' MIN. TRAVEL LANES 5' BIKE LANE	FINAL WEARING COURSE PAVING



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② W3-4
TYPE 00
36x36



③ CW23-2
TYPE 00
36x36



④ OBW1-9
TYPE 00
36x36



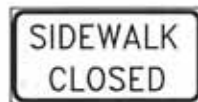
⑤ CW11-1
TYPE 00
36x36



⑥L W1-4 (Left)
TYPE 00
36x36



⑧ R2-6AP
24x18



⑨ R9-9
TYPE 00
24x12



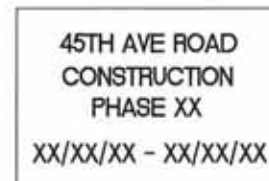
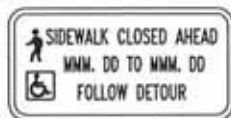
⑩ M4-9b (Left)
TYPE 00
30x24



⑪ M4-9b (Right)
TYPE 00
30x24



⑫ R9-11 (Left)
TYPE 00
24x18

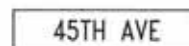


⑮ CW11-4
TYPE 00
24x12

⑯ 1.5" TYPE B
TEXT
TYPE 00

⑰ 72x48, TYPE 00
(MOUNT ON WOOD POST PER ODOT DETAIL
TM670 AND TM822)
*INDICATE PHASE ONLY IF IT IS ANTICIPATED
THAT CONSTRUCTION WILL SPAN MULTIPLE
CONSTRUCTION SEASONS

⑱ W11-2
TYPE 00
36x36



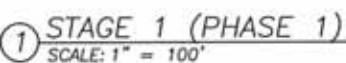
ⓕ FLAGGING STATION



⑲ R7-1
TYPE 00

⑳ R7-1
TYPE 00

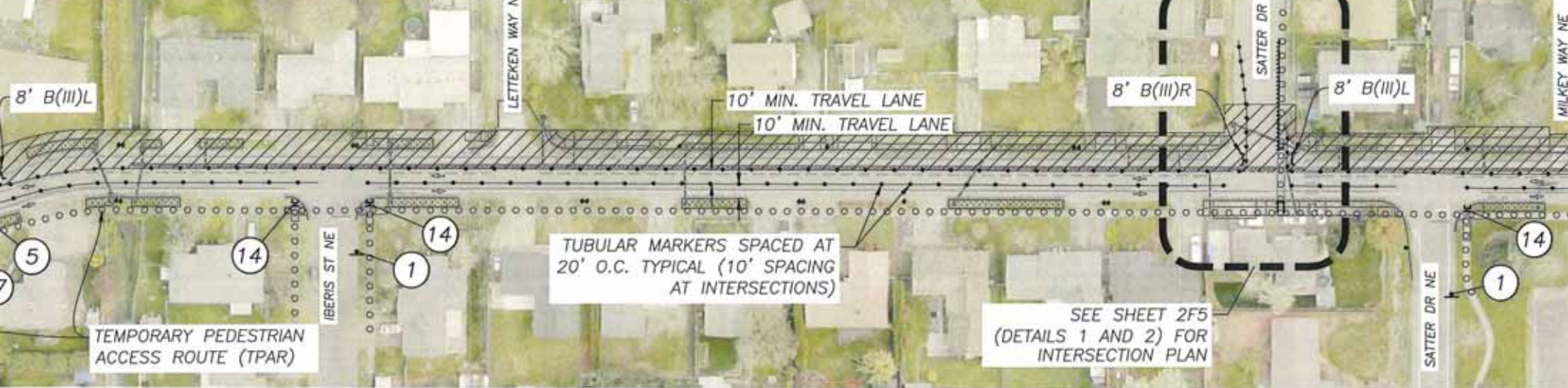
㉑ 6" TYPE C



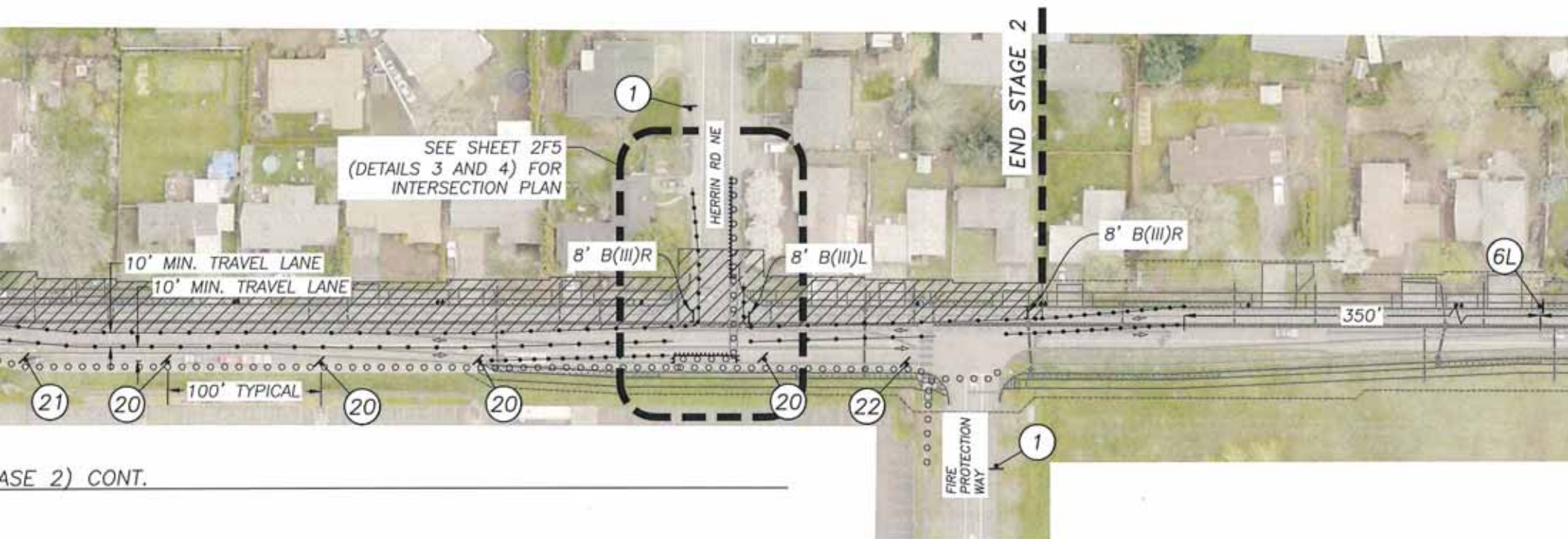
1. TRAFFIC CONTROL FACILITIES SHOWN ARE MEANT TO REPRESENT THE TRAFFIC CONTROL MEASURES FOR THE ENTIRE STAGE. WHILE ONLY ONE LANE IS OPEN ON 45TH AVE., CONTRACTOR TO LIMIT WORK ZONE TO A MAXIMUM OF 400 FEET.
2. FLAGGING ON STREETS OTHER THAN 45TH AVE., AS SHOWN ON PLANS, IS ONLY REQUIRED WHEN CONSTRUCTION IS OCCURRING WITHIN 100 FEET OF THE RESPECTIVE INTERSECTION.



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① STAGE 1 (PHASE 2)
SCALE: 1" = 100'

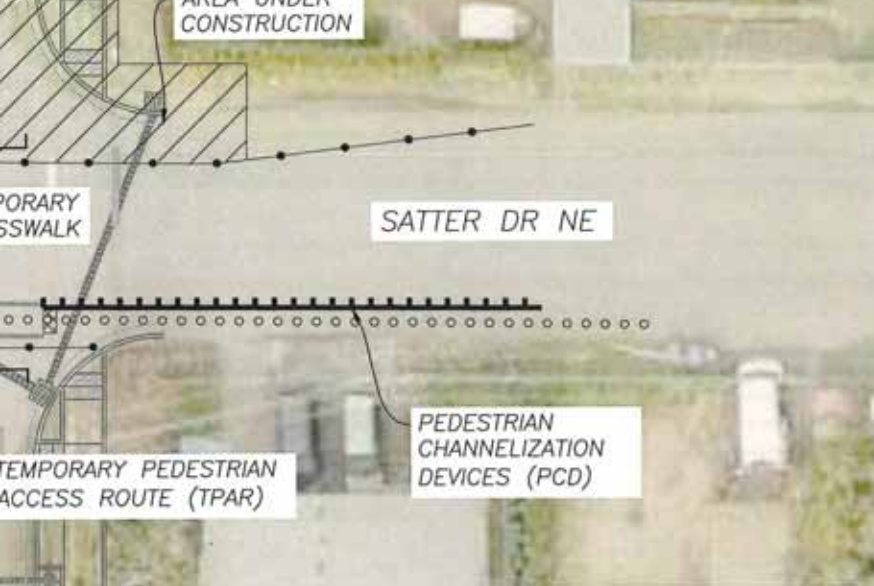


ASE 2) CONT.

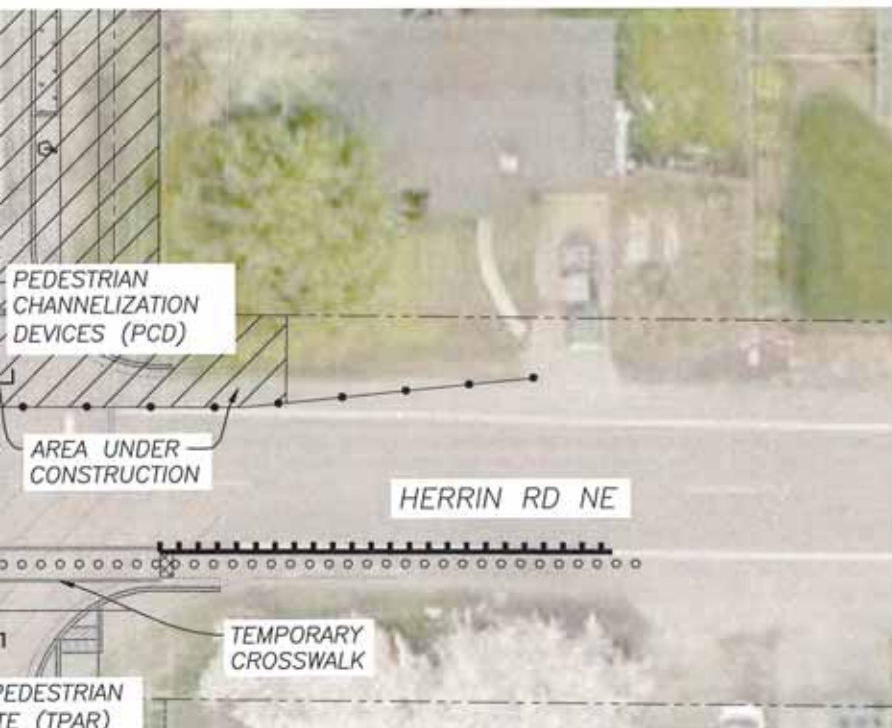
TRAFFIC CONTROL STAGING AND PHASING SUMMARY

STAGE	PHASE (SHEET #)	OPEN LANE CONFIGURATION	WORK DESCRIPTION
ON DEVICE (PCD)			





SATTER DR NE AND 45TH AVE
CONSTRUCTION



HERRIN DR NE AND 45TH AVE
CONSTRUCTION



WORK ZONE

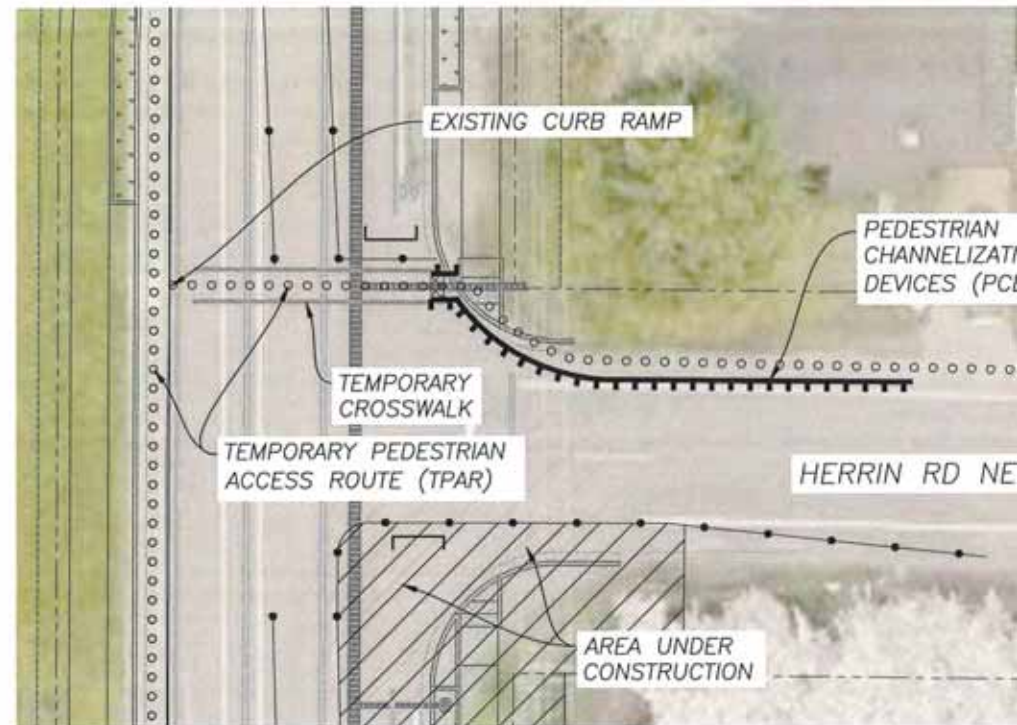
- ▬ TYPE II BARRICADE
- ▬ TYPE III BARRICADE
- TUBULAR MARKERS
- ▬ PEDESTRIAN CHANNELIZATION DEVICES (PCD)



STAGE 1 - SATTER DR NE AND 45TH AVE
SOUTH HALF CONSTRUCTION

②

SCALE: 1" = 30'



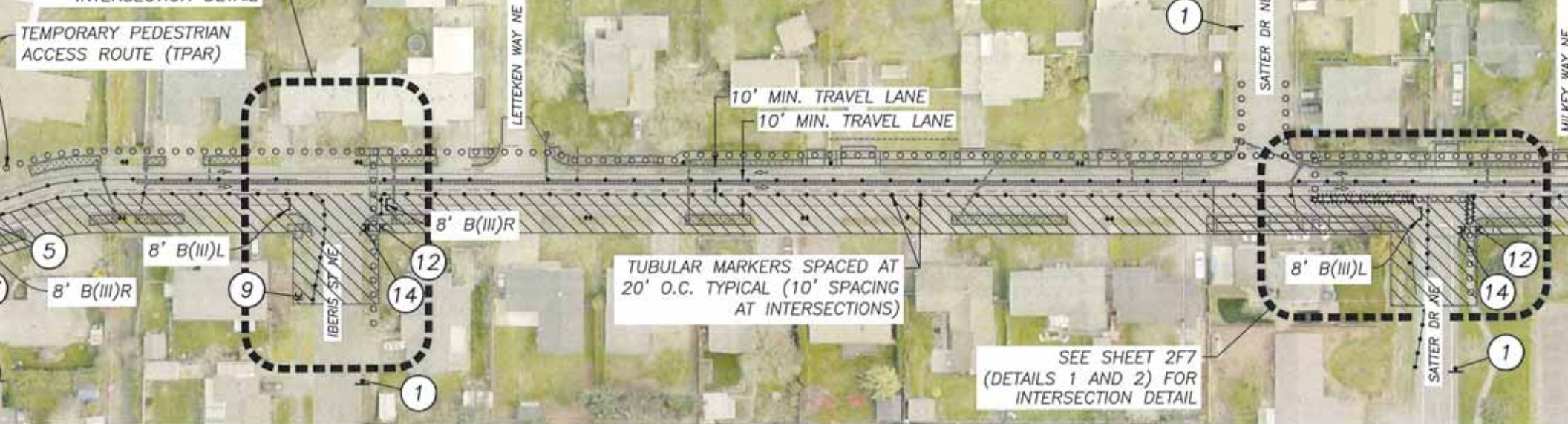
STAGE 1 - HERRIN DR NE AND 45TH AVE
SOUTH HALF CONSTRUCTION

④

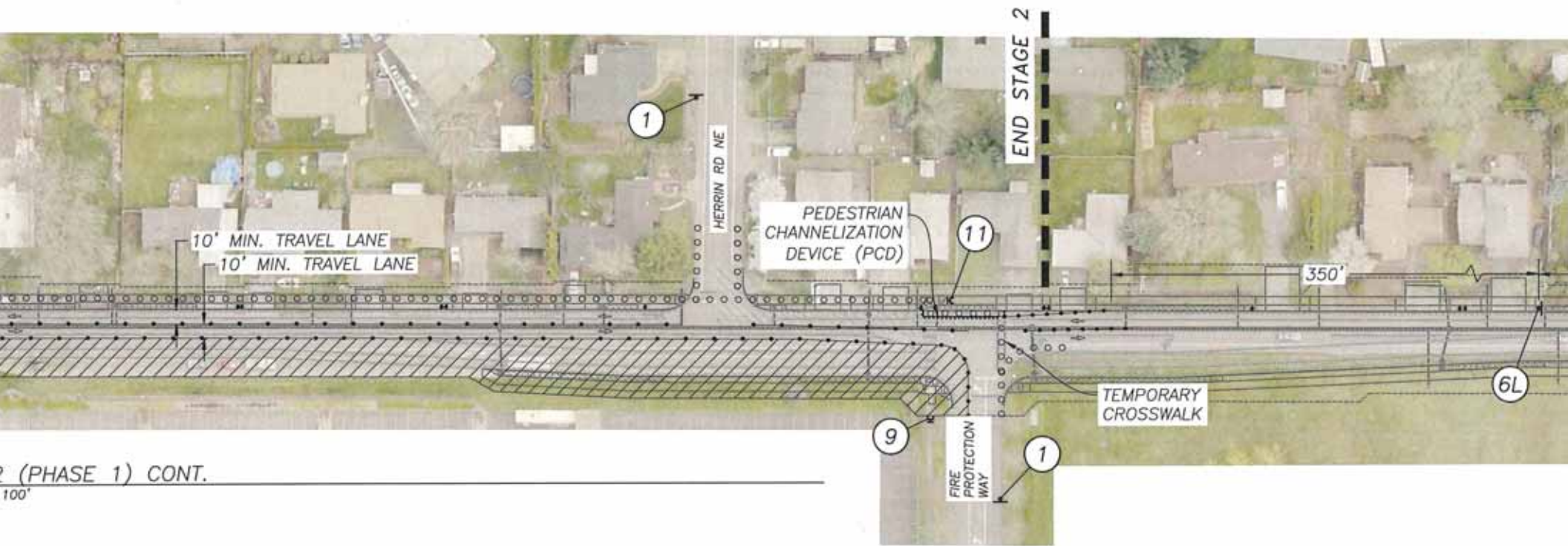
SCALE: 1" = 30'



MAP
TRAN



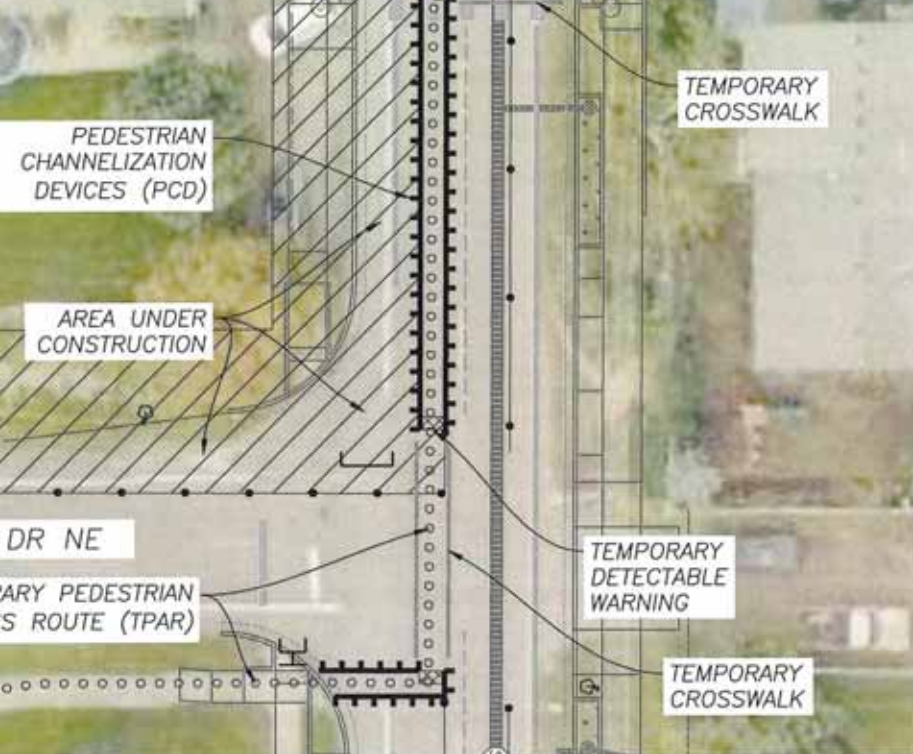
① STAGE 2 (PHASE 1)
SCALE: 1" = 100'



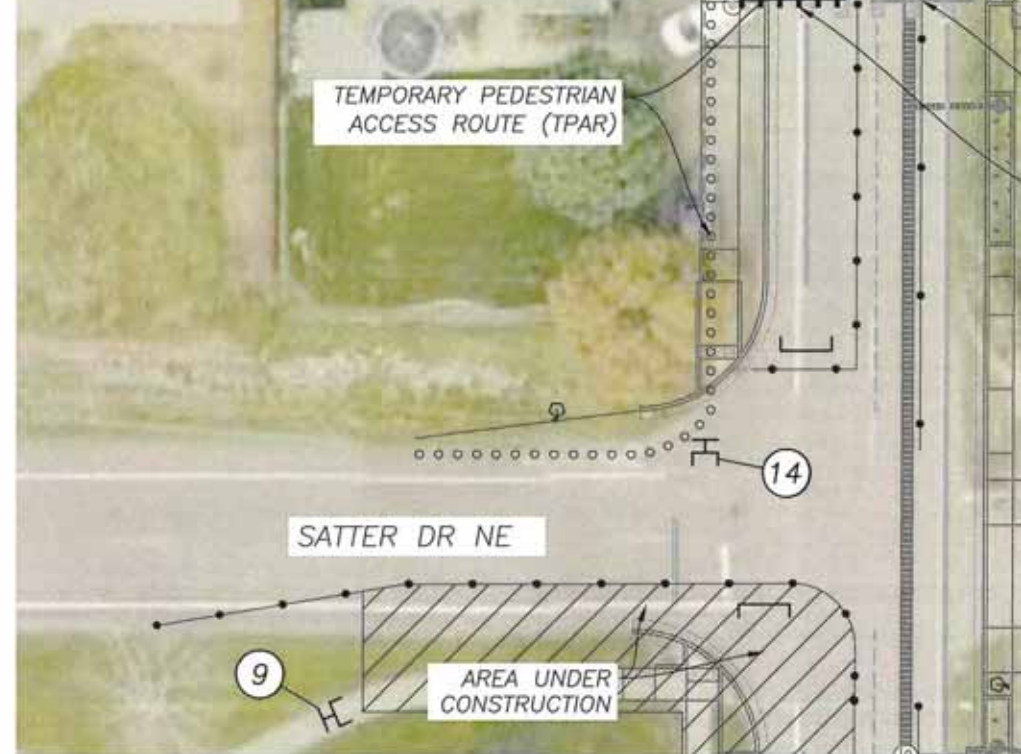
② (PHASE 1) CONT.
SCALE: 1" = 100'

TRAFFIC CONTROL STAGING AND PHASING SUMMARY			
STAGE	PHASE (SHEET #)	OPEN LANE CONFIGURATION	WORK DESCRIPTION
1	PHASE 1	2x10' MIN. TRAVEL LANES	PEDESTRIAN CHANNELIZATION DEVICE (PCD)
2	PHASE 1 CONT.	2x10' MIN. TRAVEL LANES	TEMPORARY CROSSWALK, FIRE PROTECTION WAY

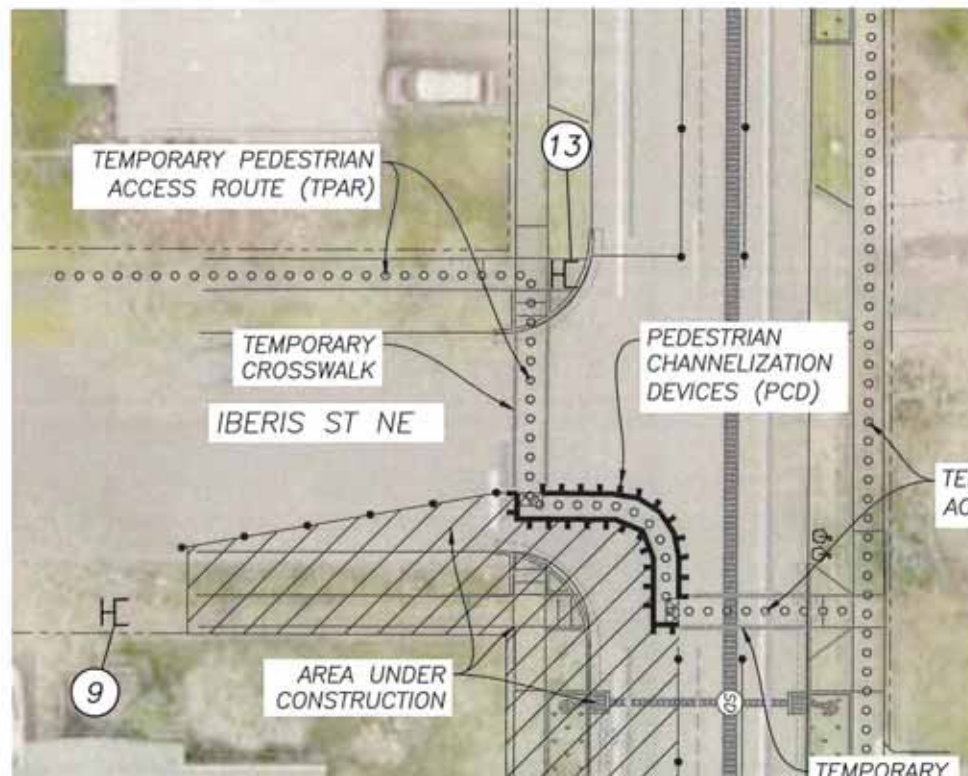
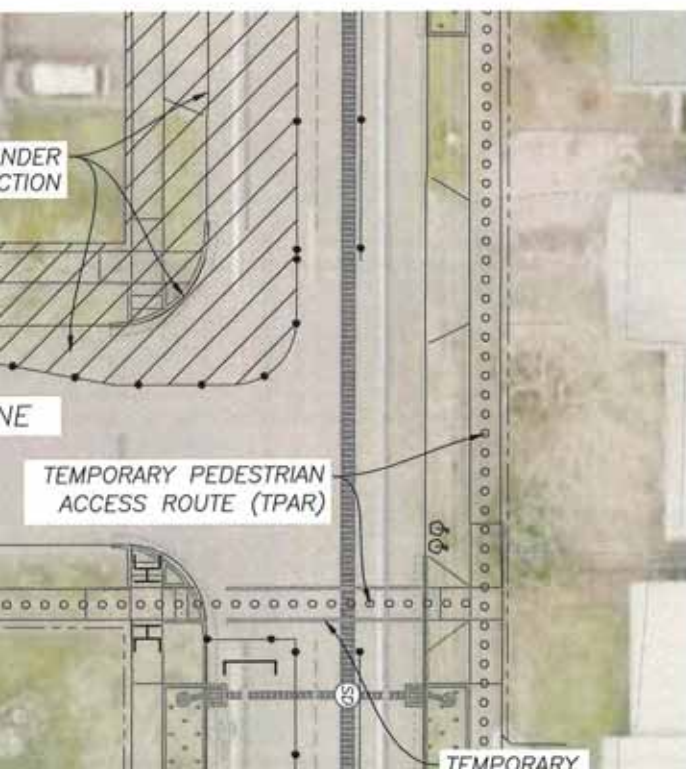




SATTER DR NE AND 45TH AVE
CONSTRUCTION

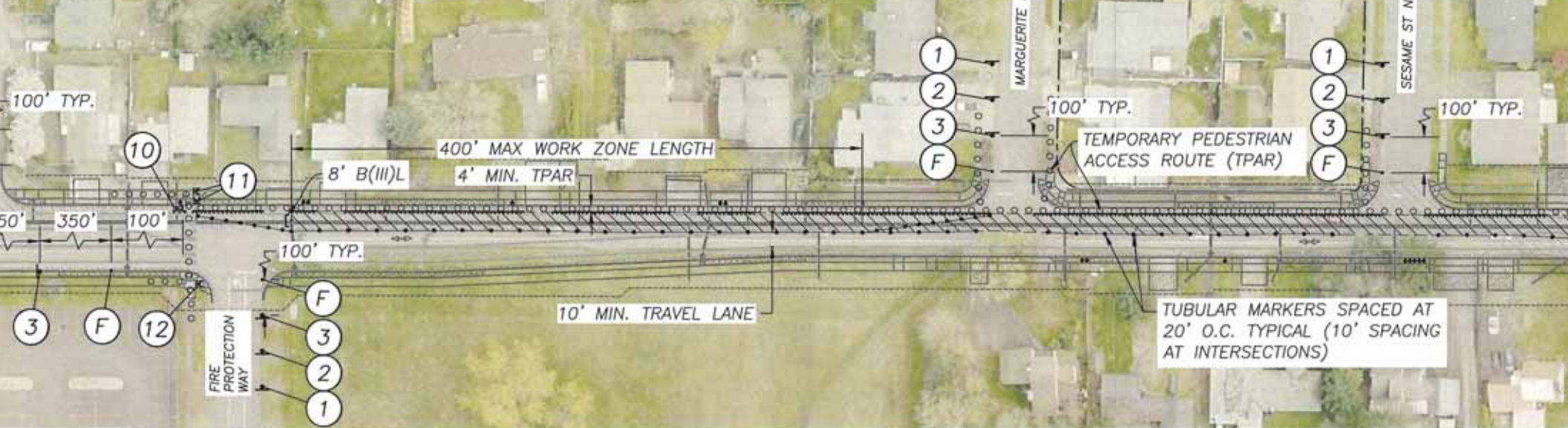


STAGE 2 – SATTER DR NE AND 45TH AVE
SOUTH HALF CONSTRUCTION
② SCALE: 1" = 30'



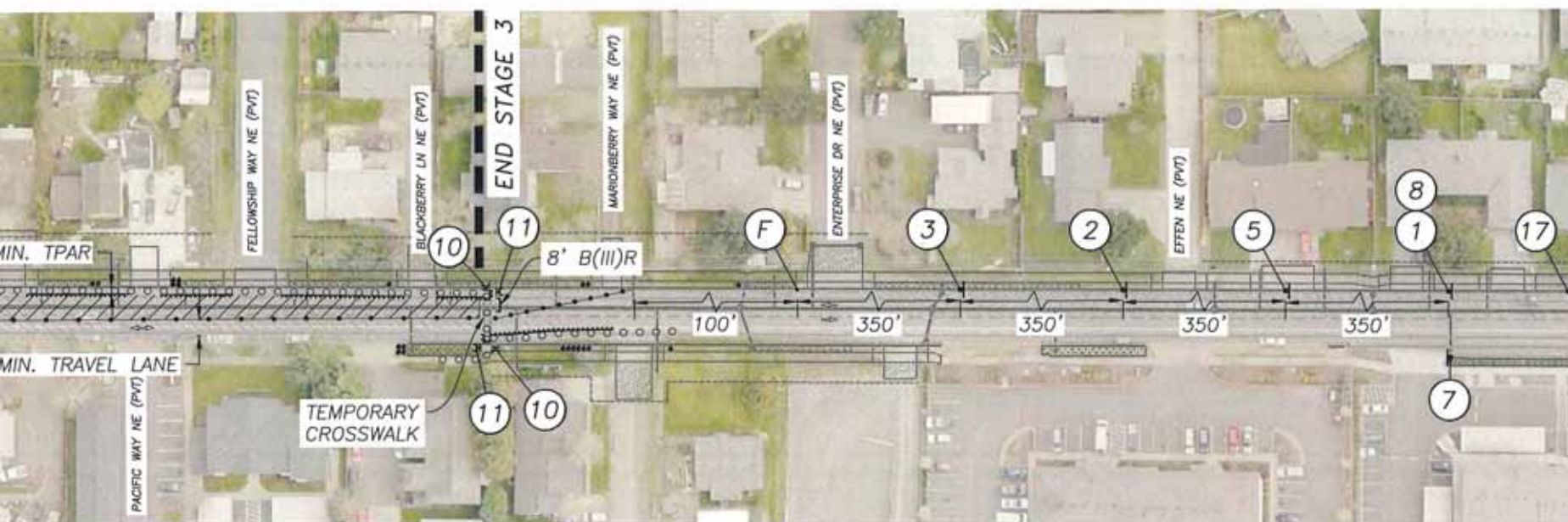
- WORK ZONE
- TYPE II BARRICADE
- TYPE III BARRICADE
- TUBULAR MARKERS
- PEDESTRIAN CHANNELIZATION DEVICES (PCD)
- TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR)
- TEMPORARY DETECTABLE WARNING
- TEMPORARY SIGN MOUNT
- UNLESS OTHERWISE NOTED





E 3 (PHASE 1)

1" = 100'



ASE 1) CONT.

- WORK ZONE
- TYPE II BARREL
- TYPE III BARREL
- TUBULAR MARKER
- PEDESTRIAN CROSSING
- TEMPORARY PEDESTRIAN ACCESS ROUTE
- TEMPORARY TRAVEL LANE
- TEMPORARY WORK ZONE
- UNL

STAGE NOTES:

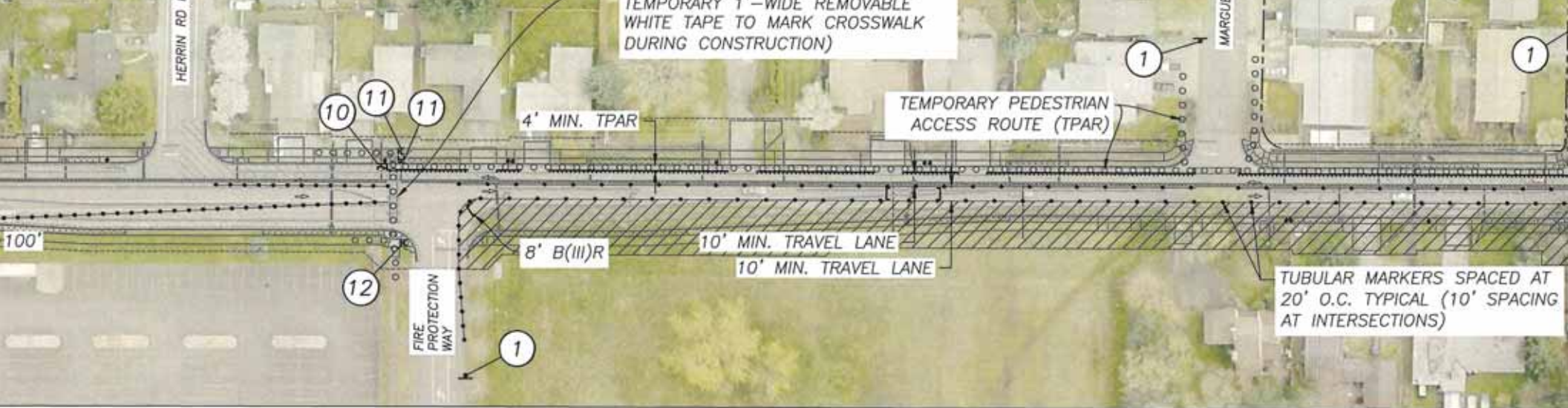
1. TRAFFIC CONTROL DEVICES SHALL BE PLACED TO REPRESENT THE ENTIRE STAGE LENGTH. THE STAGE SHALL BE OPEN ON 45TH STREET TO A MAXIMUM OF 45TH STREET.
2. FLAGGING ON 45TH STREET SHALL BE SHOWN ON PLANS. CONSTRUCTION SHALL BE THE RESPECTIVE

TRAFFIC CONTROL STAGING AND PHASING SUMMARY

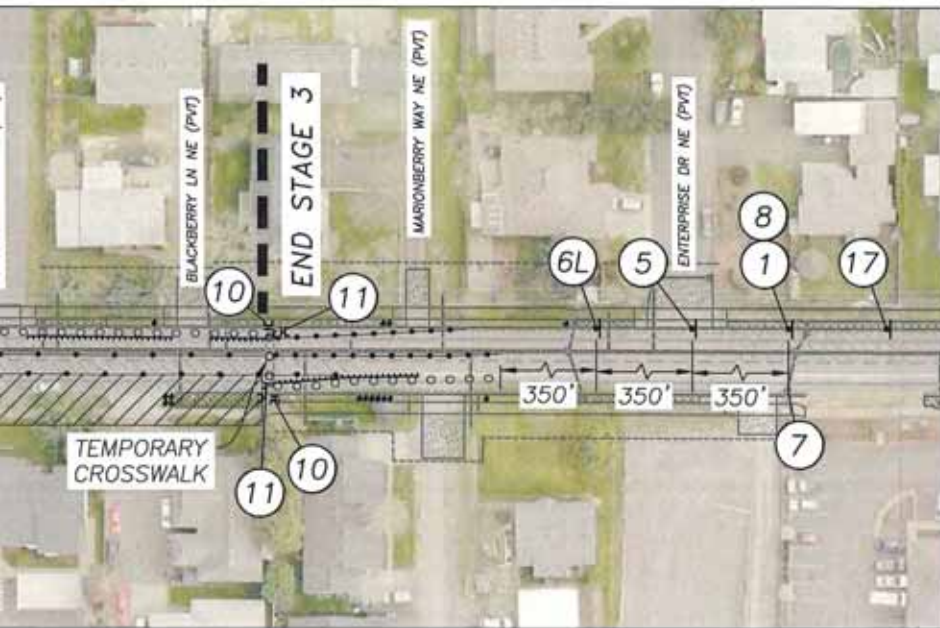
STAGE	PHASE (SHEET #)	OPEN LANE CONFIGURATION	WORK DESCRIPTION



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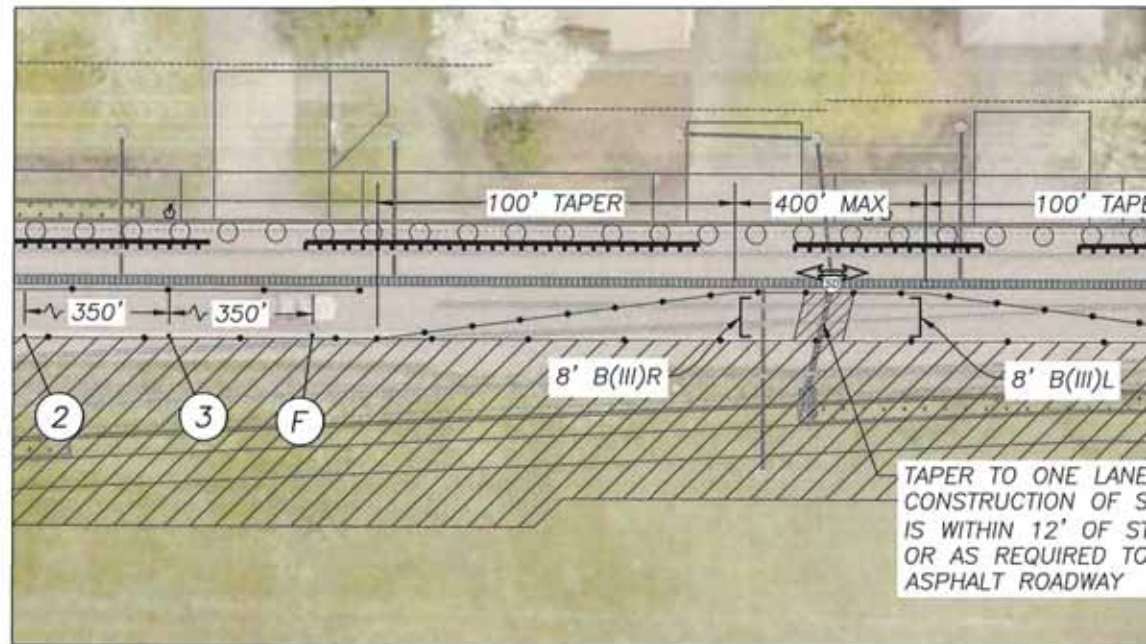


SE 2)



AGE 3 (PHASE 2) CONT.

LE: 1" = 100'



③ STAGE 3 (PHASE 2A) - TYPICAL TRAFFIC CONTROL DETAIL FOR CONSTRUCTION
SCALE: 1" = 40'

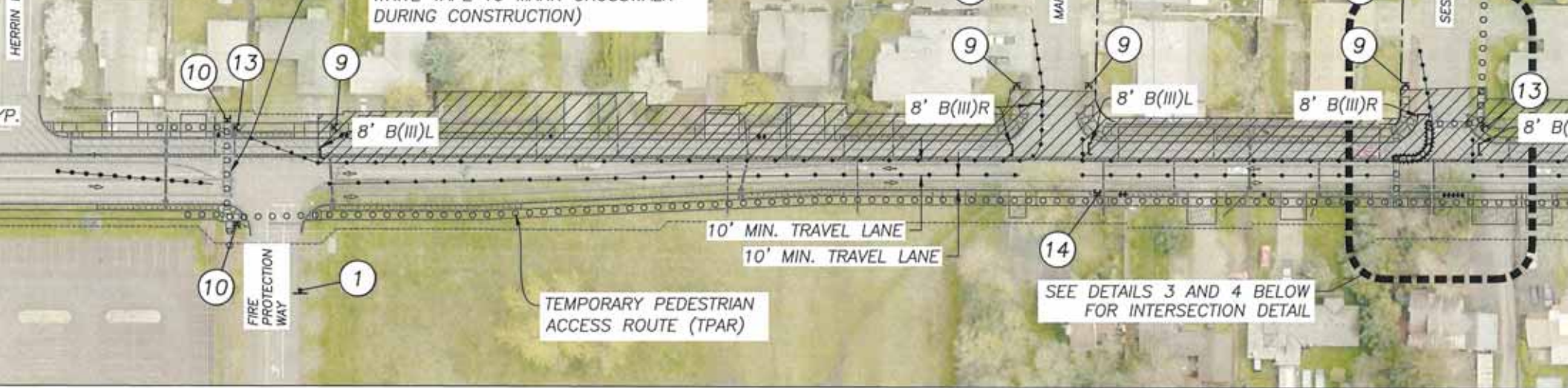
CONTROL STAGING AND PHASING SUMMARY

LANE CONFIGURATION	WORK DESCRIPTION
MIN. TRAVEL LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, CURBING, WATER QUALITY SWALE, STORM CURB INLETS,

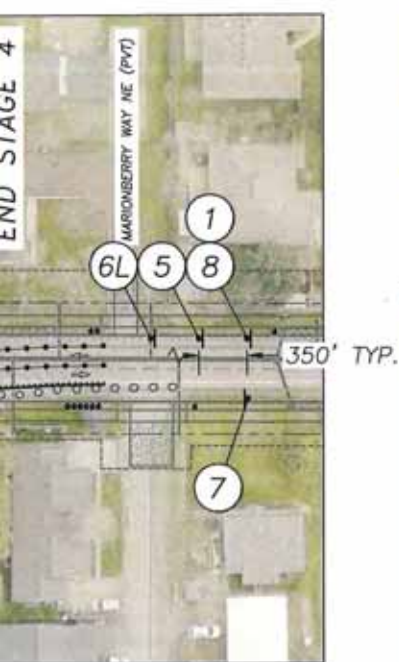
- WORK ZONE
- TYPE II BARRICADE
- TYPE III BARRICADE
- TUBULAR MARKERS
- PEDESTRIAN CHANNELIZATION DEVICE (PCD)



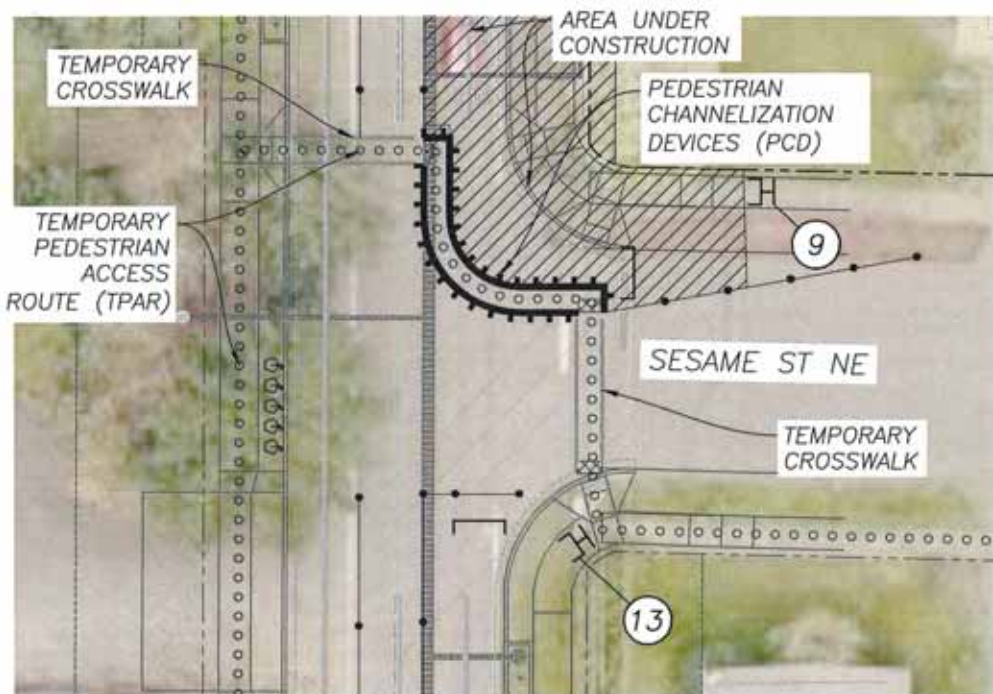
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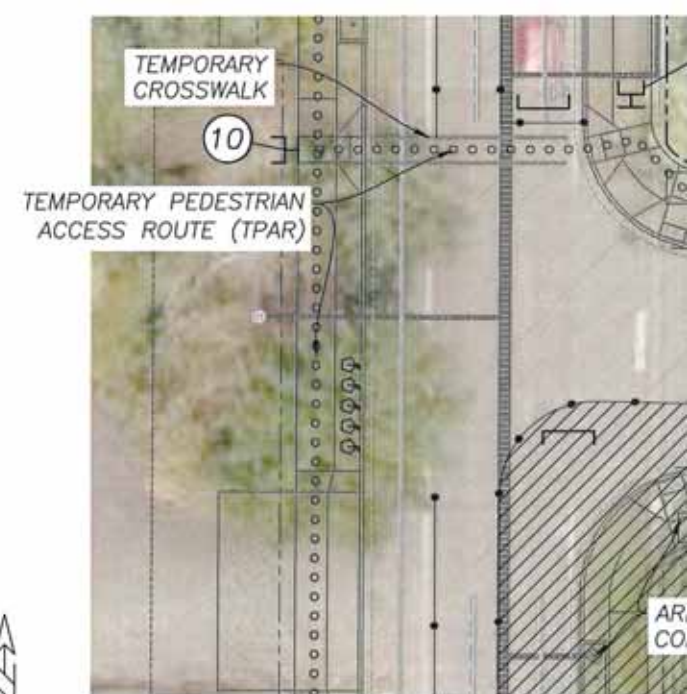
SE 1)



CONT.



③ STAGE 4 (PHASE 1) - SESAME ST NE AND 45TH AVE
NORTH HALF CONSTRUCTION
SCALE: 1" = 30'



④ STAGE 4 (PHASE 1) - SESAME ST
SOUTH HALF CONSTRUCTION
SCALE: 1" = 30'

- WORK ZONE
- TYPE II BARRICADE
- TYPE III BARRICADE
- TUBULAR MARKERS
- PEDESTRIAN CHANNELIZATION DEVICE (PCD)

CONTROL STAGING AND PHASING SUMMARY

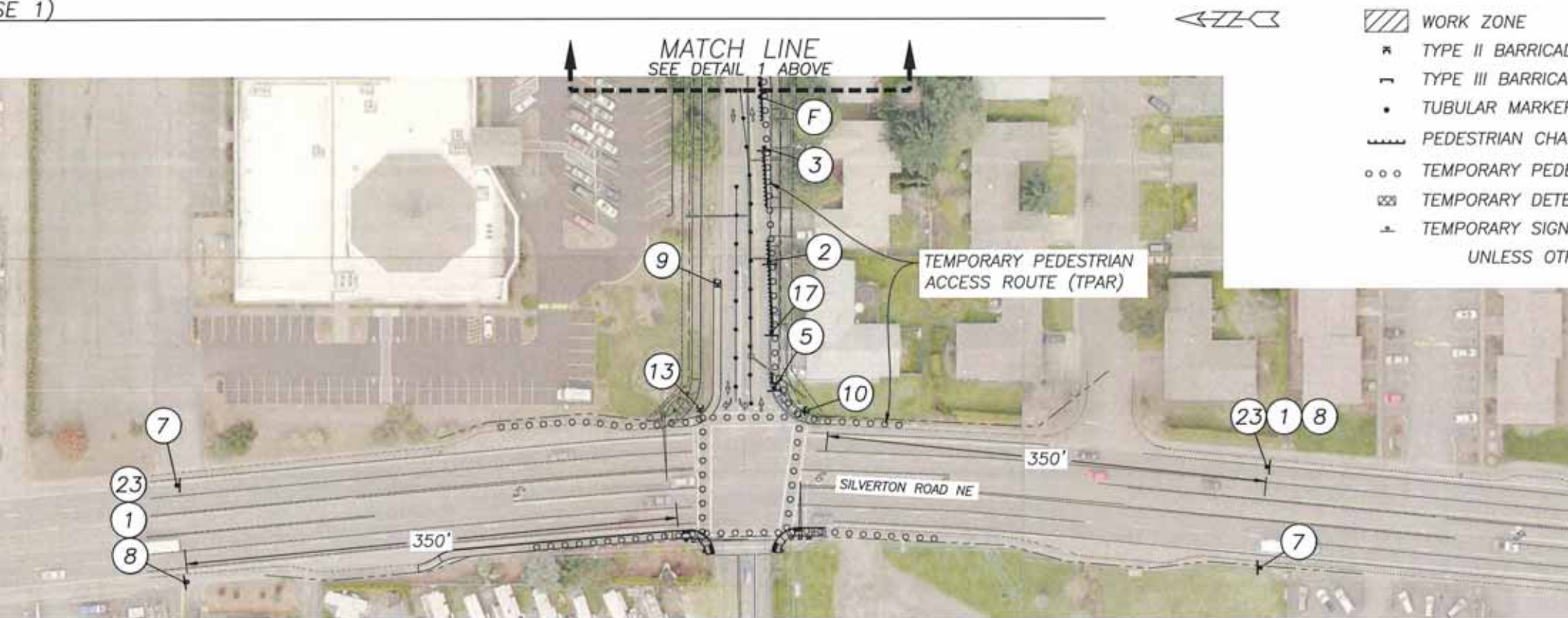
THE CONFIGURATION	WORK DESCRIPTION



MAP



ASE 1)



ASE 1) CONT.

TRAFFIC CONTROL STAGING AND PHASING SUMMARY

OPEN LANE CONFIGURATION	WORK DESCRIPTION

STAGE NOTES:

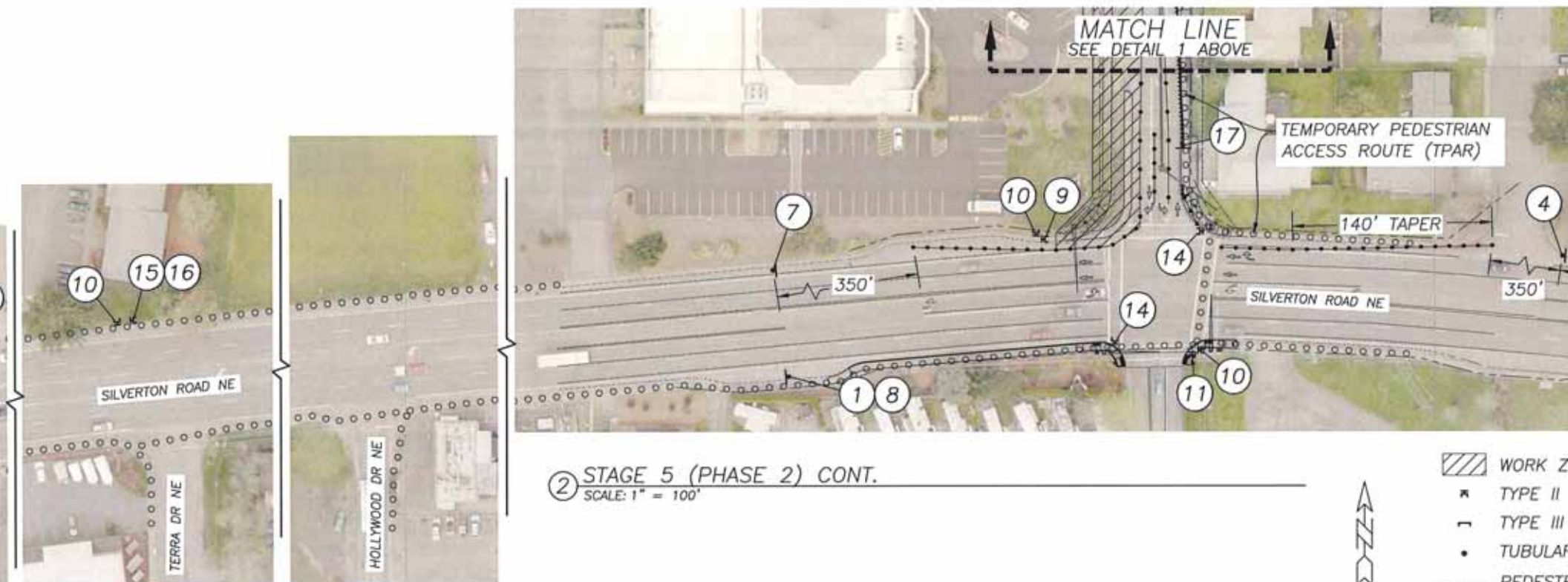
1. TRAFFIC CONTROL FACILITIES SHOWN ARE MEANT TO REPRESENT THE TRAFFIC CONTROL MEASURES FOR THE ENTIRE STAGE. WHILE ONLY ONE LANE IS OPEN ON 45TH AVE., CONTRACTOR TO LIMIT WORK ZONE TO A MAXIMUM OF 400 FEET.
2. FLAGGING ON STREETS OTHER THAN 45TH



MAP



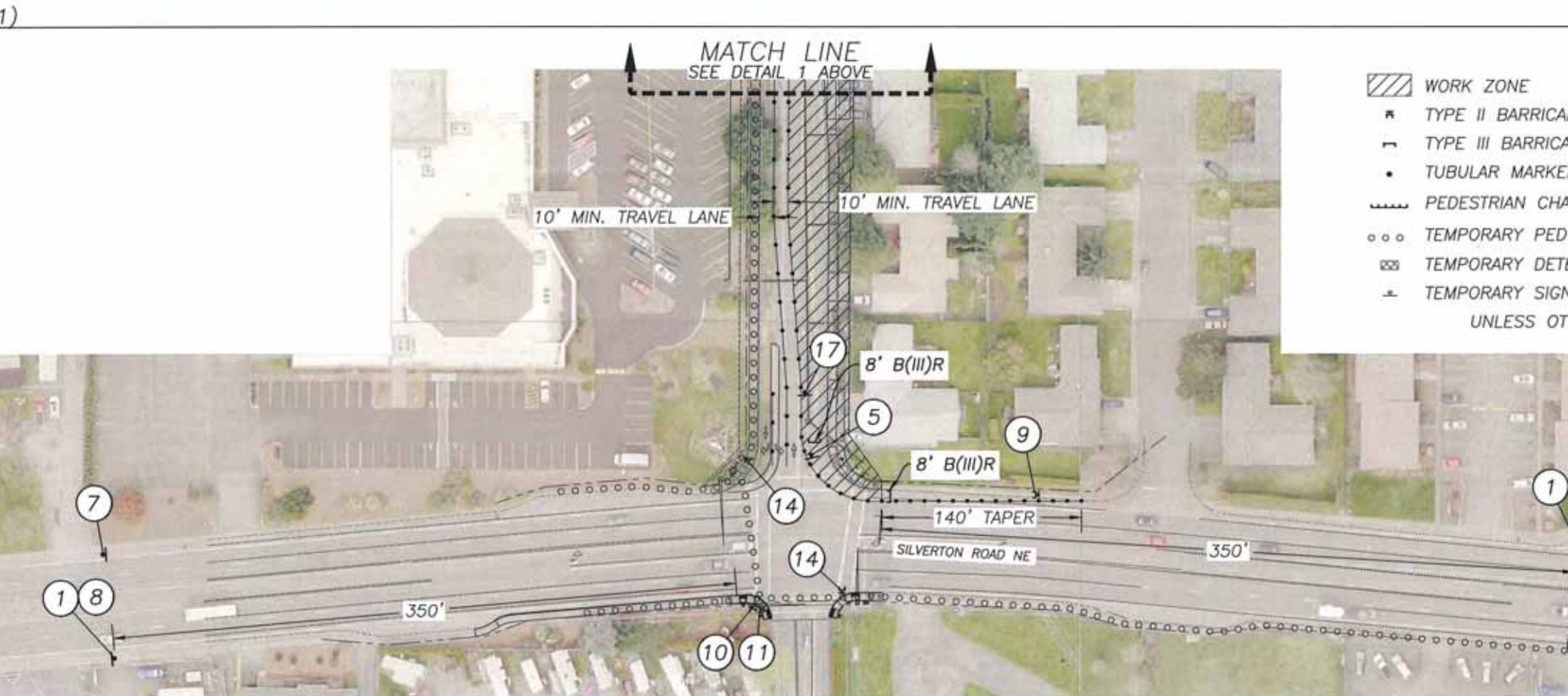
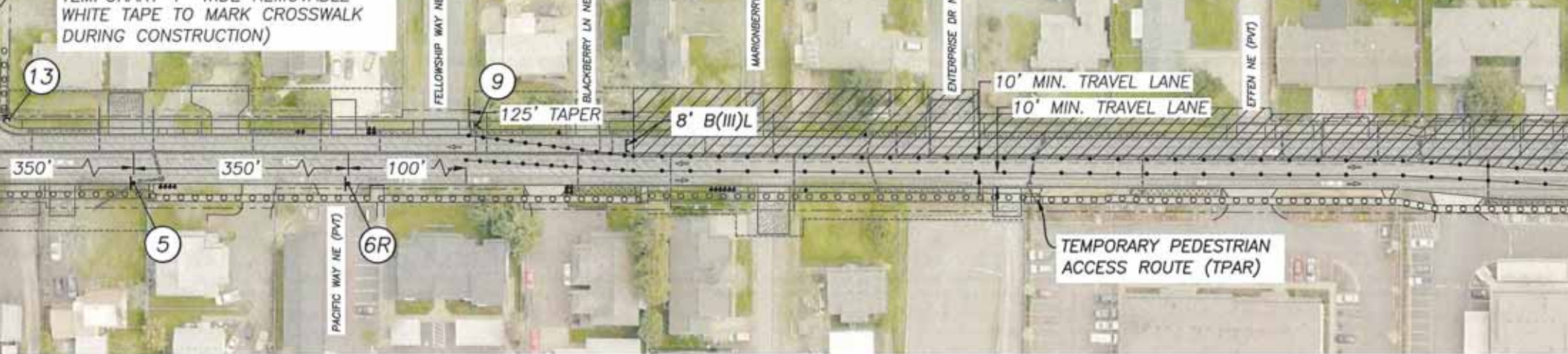
SE 2)



TRAFFIC CONTROL STAGING AND PHASING SUMMARY

PHASE (SHEET #)	OPEN LANE CONFIGURATION	WORK DESCRIPTION
2 (2F12)	(2) 10' MIN. TRAVEL LANE 1/2 SIDE LANE	SIDEWALK, CURB RAMPS, DRIVEWAYS, CURBING, WATER QUALITY SWALE, STORM CURB INLETS, ASPHALT BASE COURSE PAVING ETC.

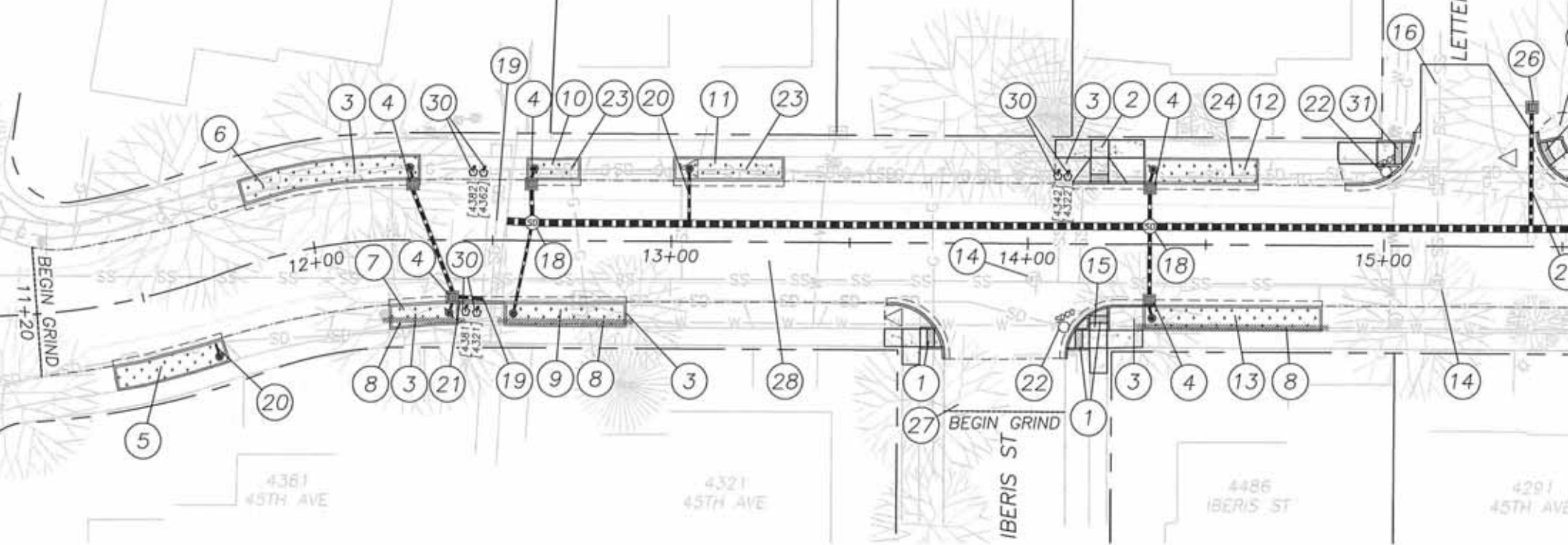




STAGE 6 (PHASE 1) CONT.
SCALE: 1" = 100'

TRAFFIC CONTROL STAGING AND PHASING SUMMARY





① 45TH AVENUE PLAN VIEW 10+59 - 16+50
SCALE: 1" = 40'

CONC

CONC SIDEWALK

PE G-2

364)

PLANTER

PLANTER

3

PLANTER

- ⑧ UPON CITY ABANDONMENT AND AT THE APPROVAL OF THE ENGINEER, REMOVE EXISTING ASBESTOS PIPE IN AREAS WHERE THE WATERLINE IS EXPOSED DURING CONSTRUCTION ACTIVITIES L=160'

- ⑨ CONSTRUCT WATER QUALITY PLANTER STA 12+53.96 TO 12+87.44
L=33.5' W=5.8'
(SEE DETAIL SHEET 2B)

- ⑩ CONSTRUCT WATER QUALITY PLANTER STA 12+59.60 TO 12+74.13
L=14.53' W=5.1'
(SEE DETAIL SHEET 2B)

- ⑪ CONSTRUCT WATER QUALITY PLANTER STA 13+01.03 TO 13+30.53
L=29.5' W=5.7'
(SEE DETAIL SHEET 2B)

- ⑫ CONSTRUCT WATER QUALITY PLANTER STA 14+33.13 TO 14+64.13
L=31' W=5.6'
(SEE DETAIL SHEET 2B)

- ⑬ CONSTRUCT WATER QUALITY PLANTER

- ⑭ MINOR ADJUST MH TO GRADE - 3 EA

- ⑮ ADJUST BOX - 1 EA

- ⑯ CONSTRUCT ROADWAY AS SHOWN (SEE TYPICAL SECTION ON SHT 2B2 & SHT 3C FOR PLAN ENLARGEMENT)

- ⑰ CONSTRUCT CONC DRIVEWAY - SLOPE APRON TO MATCH EXISTING ELEVATIONS (SEE STD DWG RD750, OPTION M)

- ⑱ CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 3 EA
(SEE STD DWGS RD335 & RD345)

- ⑲ CONNECT TO EXISTING 43"x70" CMP CULVERT
(SEE DETAIL SHEET 2B)

- ⑳ INSTALL STORM PIPE - CONNECT TO STORM MAINLINE
(SEE DETAIL SHEET 2B)

- ㉑ REMOVE EXISTING CATCH BASIN AND STORM PIPING

- ㉒ CONNECT EXISTING STORM TO PLANTER UNDER DRAIN - REMOVE EXISTING STORM PIPING WITHIN PLANTER AND CAP EXISTING PIPE DOWNSTREAM OF PLANTER

- ㉓ PROTECT EXISTING STORM PIPING - RE-ROUTE EXISTING STORM AROUND BEEHIVE INLET AS NECESSARY

- ㉔ INSTALL 4" ACP DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 8 SF

- ㉕ CONSTRUCT CONC INLET TYPE D - 1 EA
(SEE STD DWG RD370)

- ㉖ CONSTRUCT ROAD CONNECTION
(SEE DETAIL SHEET 2B1)

- ㉗ SEE RESURFACING EXHIBIT ON SHEET R1 FOR GRINDING AND ACP LEVELING DEPTHS

- ㉘ RE-ROUTE STORM PIPING (S)

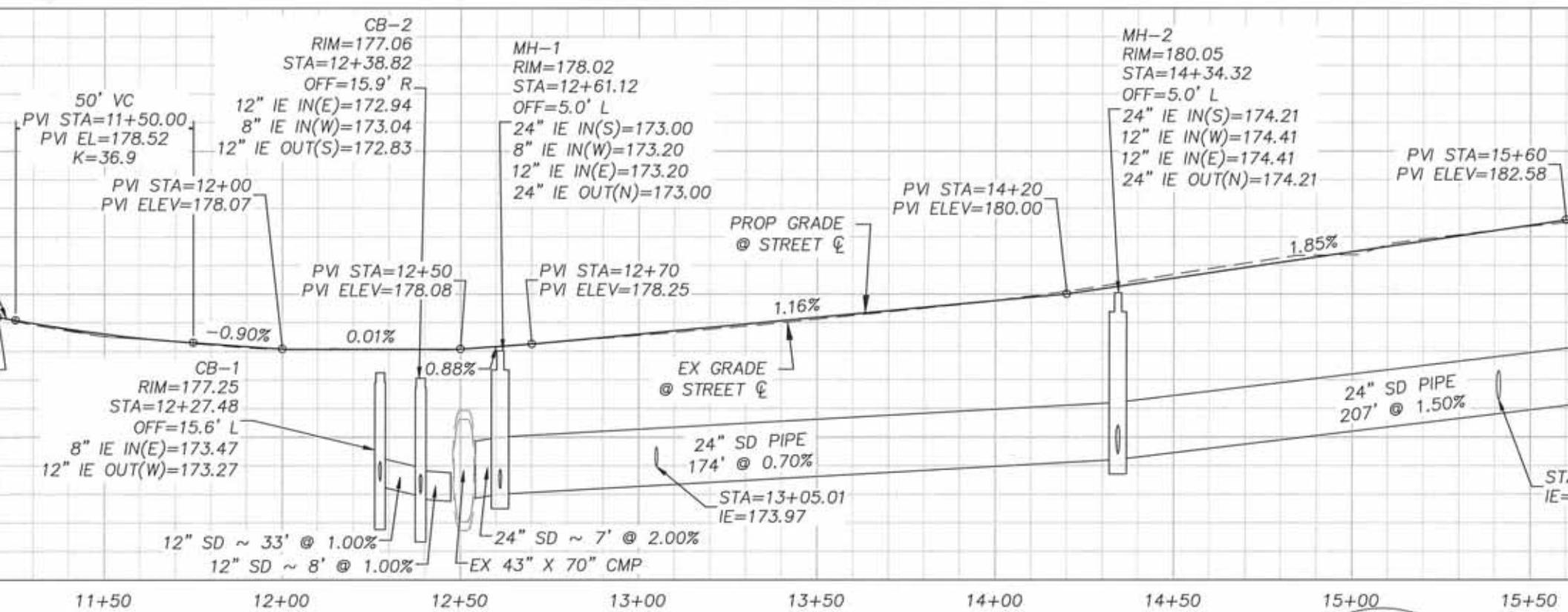
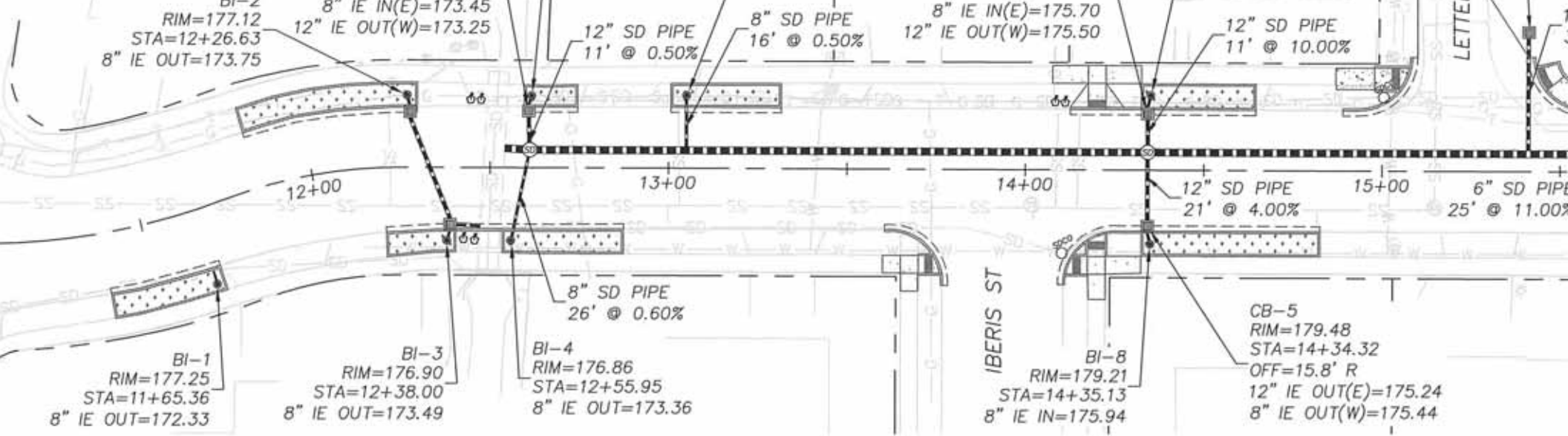
- ㉙ PROTECT EXISTING STORM PIPING (S)

- ㉚ CONSTRUCT CONC INLET TYPE D (S)

- ㉛ CONSTRUCT ROAD CONNECTION (S)



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② 45TH AVENUE PROFILE VIEW 10+59 - 16+50
SCALE: 1" = 40' VERTICAL SCALE: 1" = 5'

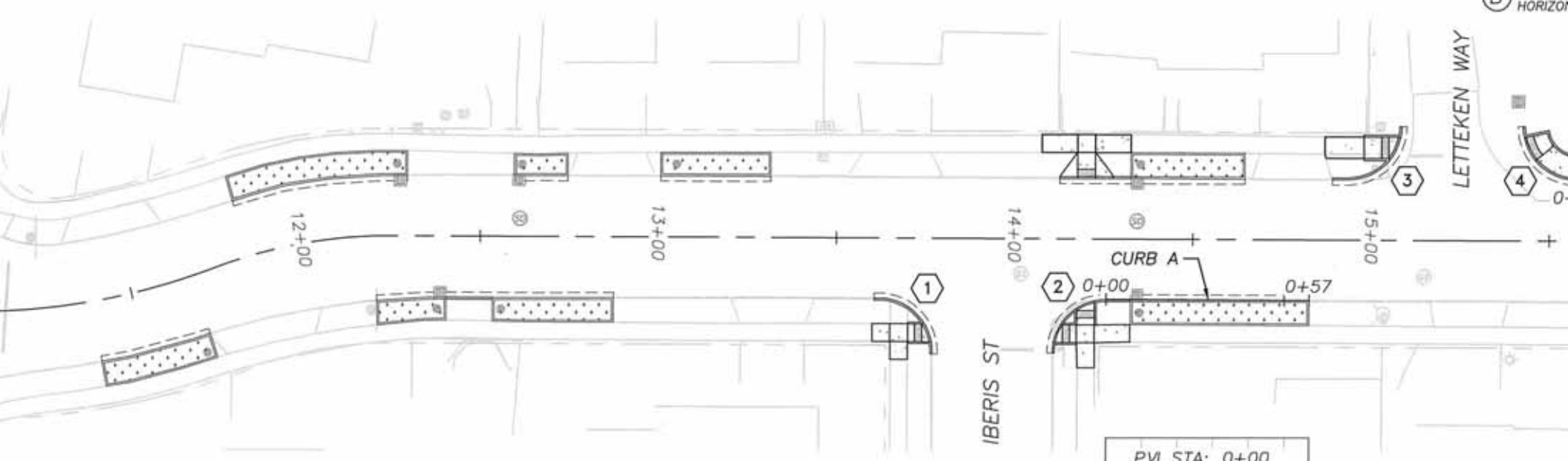


180

178

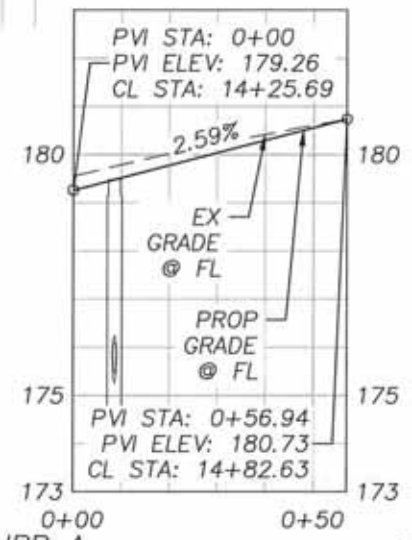
0-

(B) CURB
HORIZON



CURB RETURN NOTES

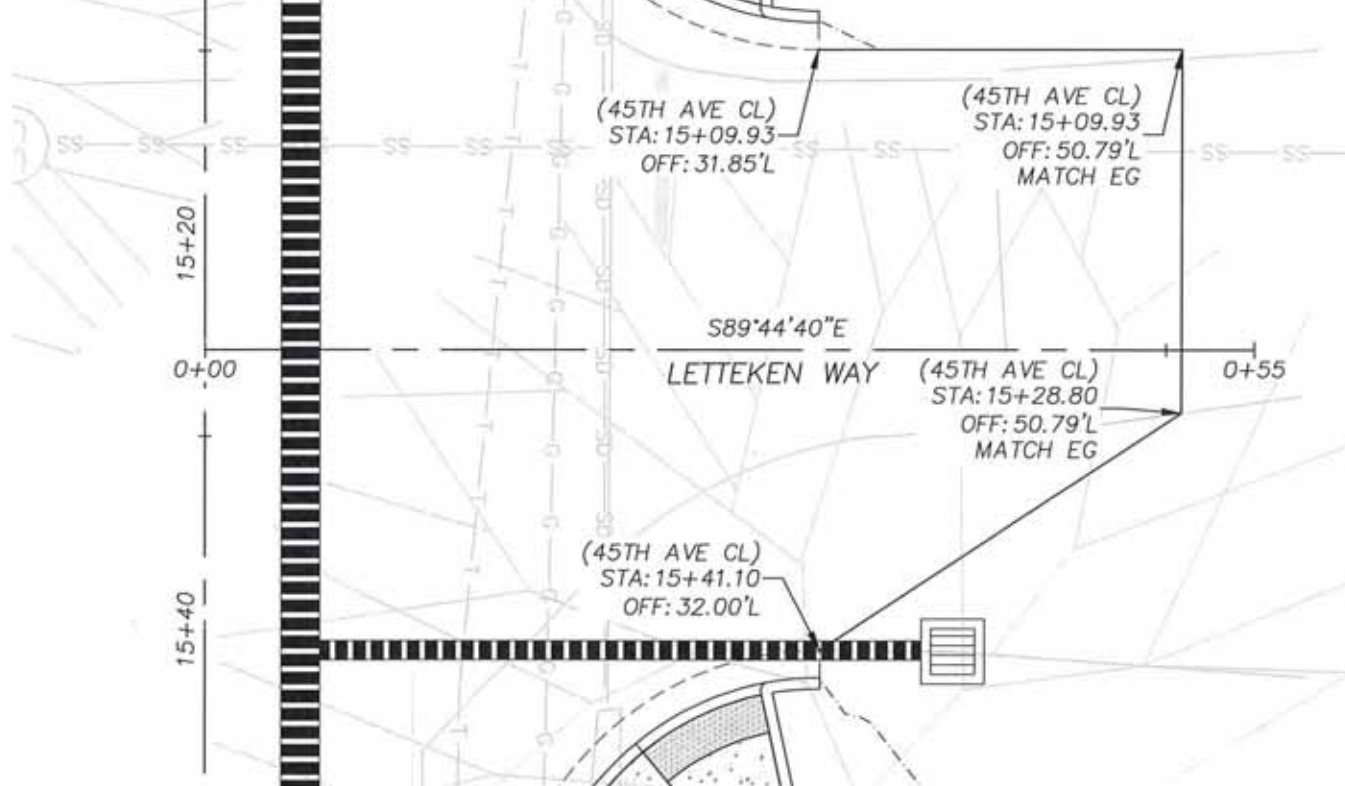
STATION	FL ELEV	CURVE NO	RAD	STATION	FL ELEV
13+61.98, 16.8' RT	178.36	3	15'	PC-C/L 14+93.55', 16.9' LT	180.84
4, L=5.88'	178.44			1/4, L=5.89'	181.02
2, L=11.76'	178.52			1/2, L=11.77'	181.20
3, L=14.96'	178.57			GB, L=13.42'	181.25
4, L=17.63'	178.59			3/4, L=17.66'	181.30
3, L=20.62'	178.61			GB, L=20.39'	181.33
13+76.95, 31.8' RT	178.67			PT-C/L 15+08.52, 31.9' LT	181.43
14+10.69, 32.0' RT	178.85	4	15'	PC-C/L 15+42.53, 32.0' LT	182.06
4, L=5.91'	178.93			GB, L=3.17'	182.08
1, L=8.70'	178.97			1/4, L=5.89'	182.07



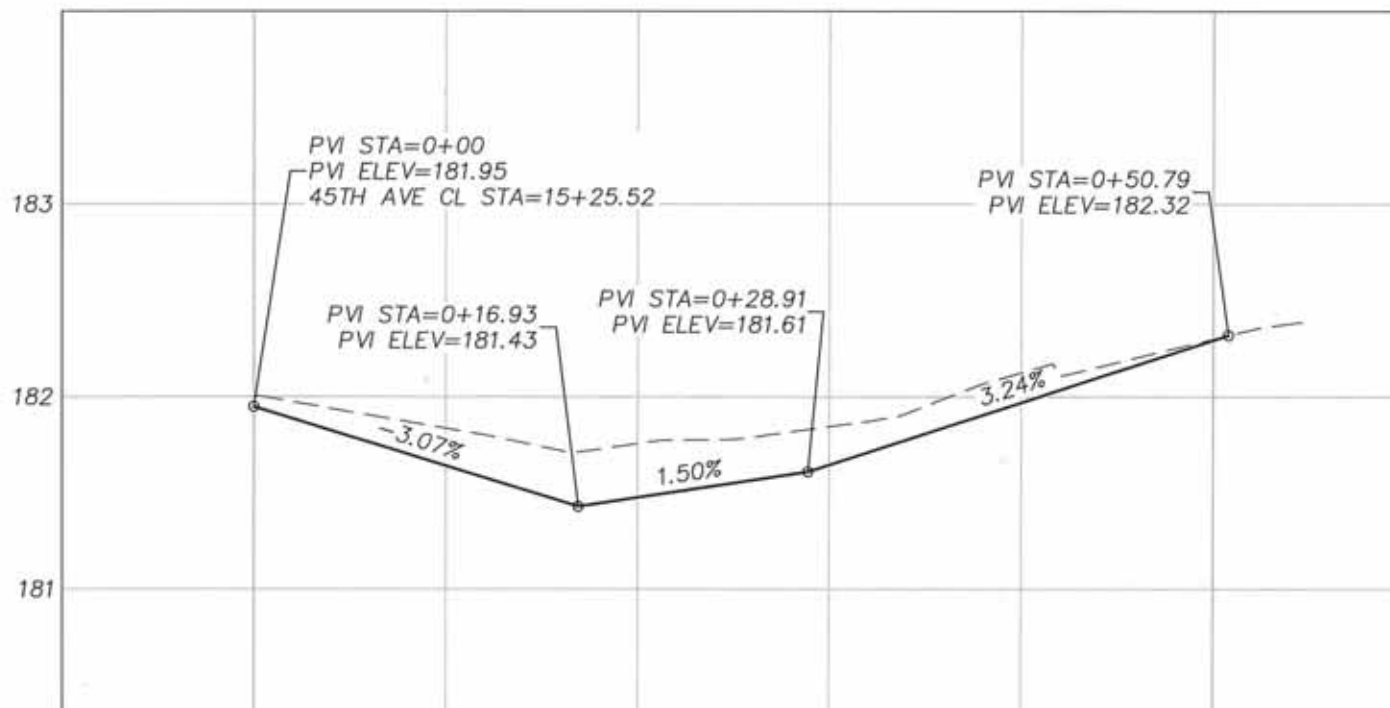
(A) CURB A
HORIZONTAL SCALE: 1" = 40' VERTICAL SCALE: 1" = 4'

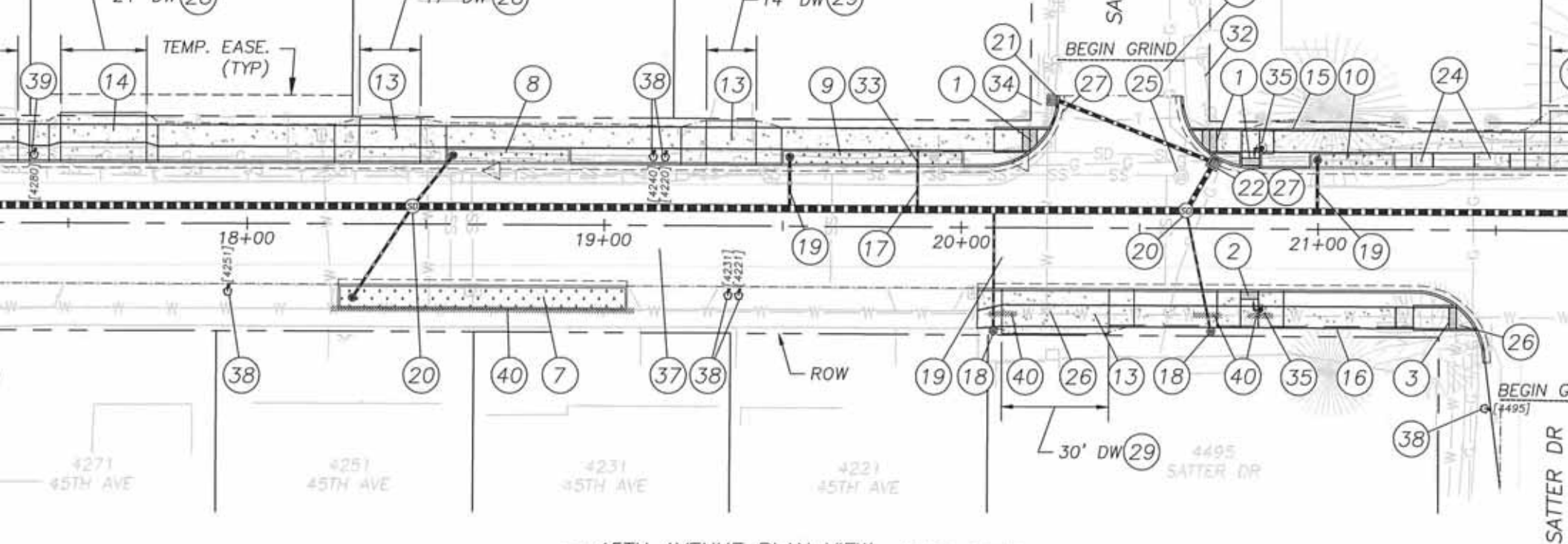


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① LETTEKEN WAY PLAN VIEW 0+00 - 0+55
SCALE: 1" = 10'





1 45TH AVENUE PLAN VIEW 16+50 - 22+50
SCALE: 1" = 40'

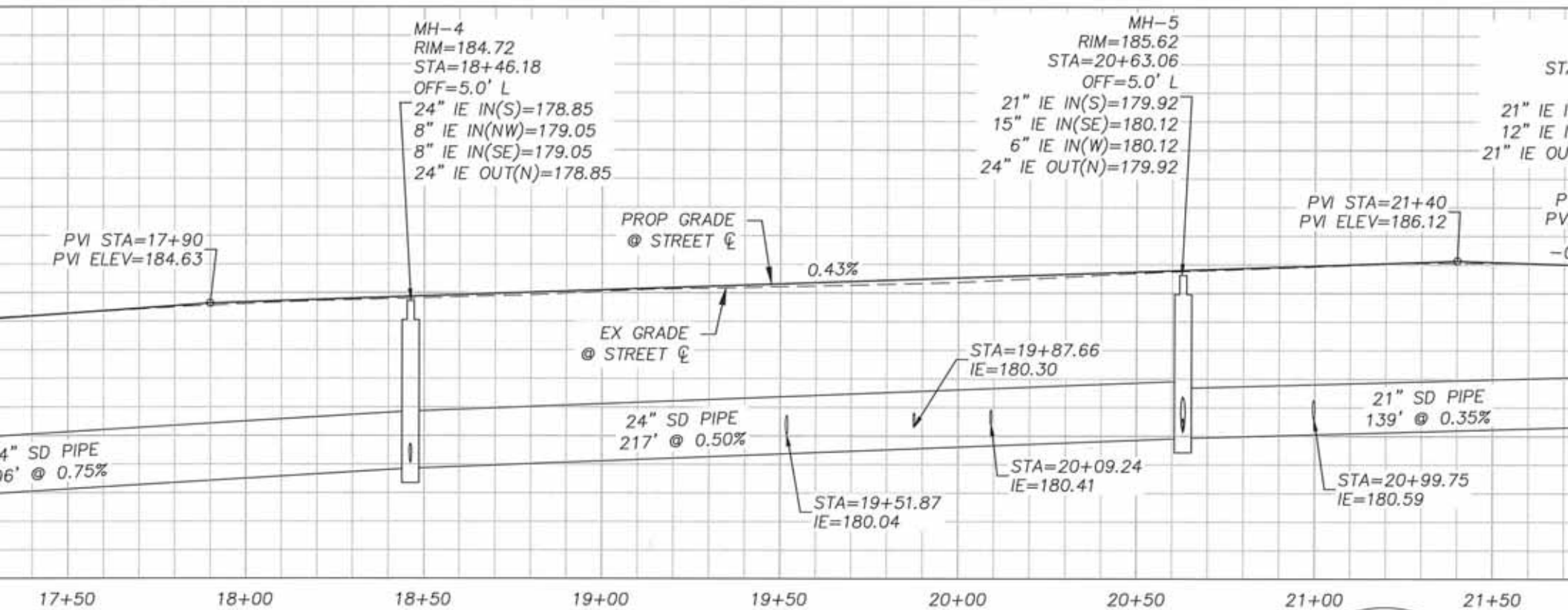
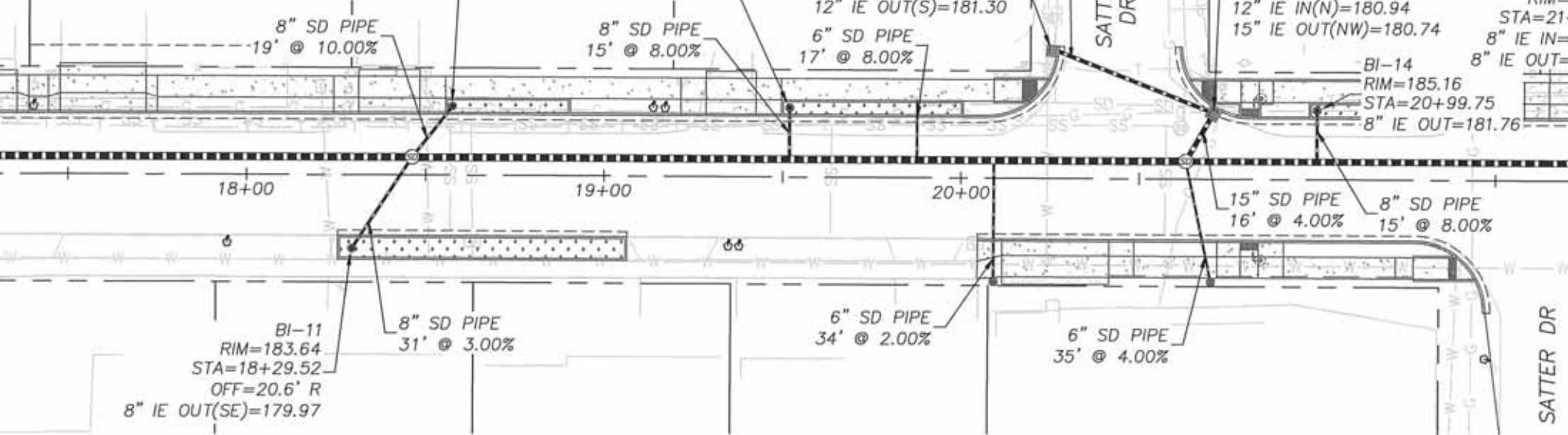
- 9 CONSTRUCT WATER QUALITY PLANTER STA 19+49.87 TO 19+99.87
L=50' W=3.5'
(SEE DETAIL SHEET 2B)
- 10 CONSTRUCT WATER QUALITY PLANTER STA 20+97.75 TO 21+20.75
L=23' W=3.5'
(SEE DETAIL SHEET 2B)
- 11 CONSTRUCT WATER QUALITY PLANTER STA 21+91.50 TO 22+38.50
L=47' W=3.5'
(SEE DETAIL SHEET 2B)
- 12 CONSTRUCT WATER QUALITY PLANTER STA 22+01.09 TO 22+44.09'
L=43' W=4.7'
(SEE DETAIL SHEET 2B)
- 13 CONSTRUCT CONC DRIVEWAY - SLOPE 1.5% FROM FLOW LINE TO BACK OF WALK
(SEE STD DWG RD740, OPTION J)
- 14 CONSTRUCT CONC DRIVEWAY - SLOPE APRON TO MATCH EXISTING ELEVATIONS
(SEE STD DWG RD740, OPTION I)
- 15 CONSTRUCT STANDARD CURB AT BACK OF WALK - 53 FT

- 17 INSTALL STORM PIPE - CONNECT TO EXISTING STORM LATERAL, CONNECT TO STORM MAINLINE
(SEE DETAIL SHEET 2B)
- 18 CONSTRUCT YARD DRAIN - 3 EA
(SEE DETAIL SHEET 2B1)
- 19 INSTALL STORM PIPE - CONNECT TO STORM MAINLINE
(SEE DETAIL SHEET 2B)
- 20 CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 3 EA
(SEE STD DWGS RD335 & RD345)
- 21 CONSTRUCT CONC INLET TYPE CG-3 - CONNECT EXISTING STORM TO NEW INLET - 1 EA
(SEE STD DWGS RD371 & RD372)
- 22 CONSTRUCT CONC INLET TYPE G-2 - 2 EA (SEE STD DWG RD364)
- 23 CONNECT NEW STORM PIPE TO EXISTING INLET
- 24 CONSTRUCT WIDENED SIDEWALK FOR TRANSIT STOP
(SEE DETAIL SHEET 2B1)

- 28 INSTALL 4" CONC DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 130 SF
- 29 INSTALL 4" ACP DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 170 SF
- 30 CUT, CAP, AND ABANDON EXISTING STORM LINE
- 31 INSTALL STORM PIPE - CONNECT TO BEEHIVE INLET
- 32 CONNECT EXISTING STORM PIPE TO NEW INLET
- 33 INSTALL 8" SLEEVE FROM 1' OUTSIDE OF CURB & GUTTER TO 1' BEHIND BACK OF WALK FOR STORM PIPE GOING THROUGH PLANTER
- 34 GRADE TO DRAIN TOWARD CURB INLET

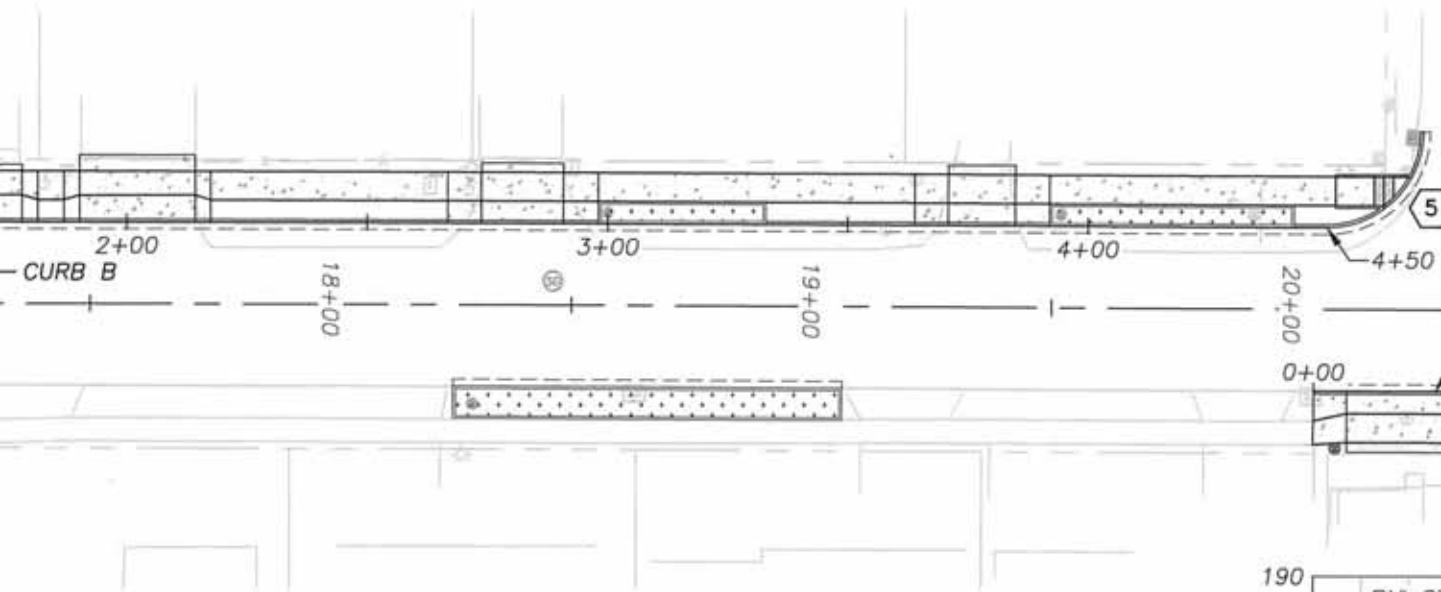
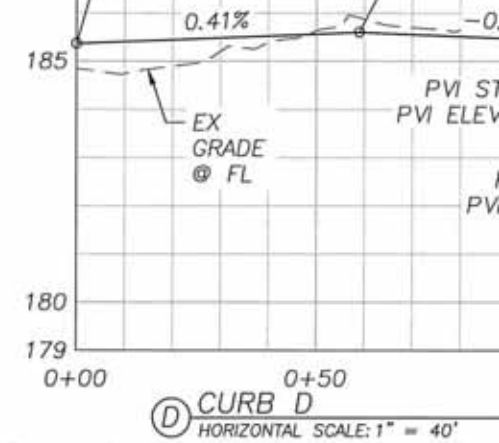
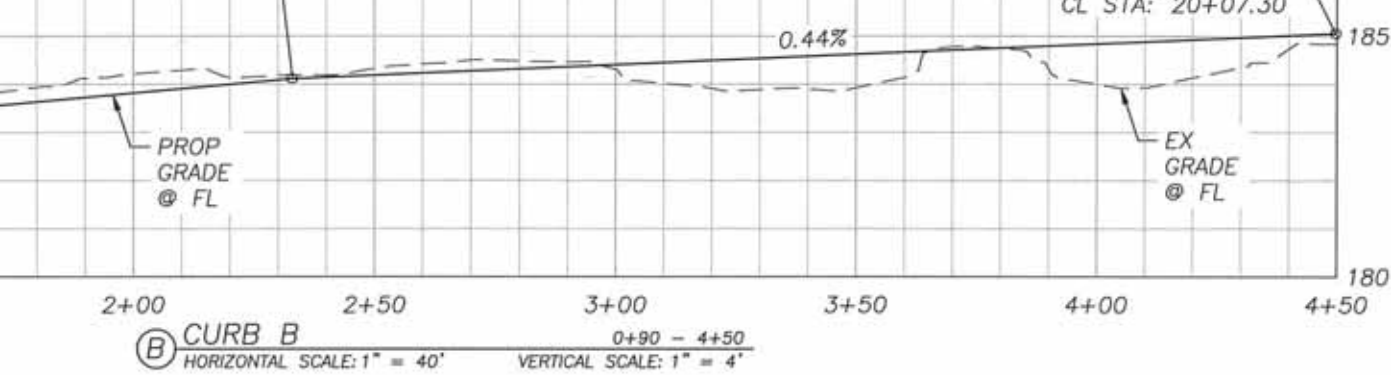
- 35 INST BEA FOU (SE
- 36 COM (SE
- 37 SEE FOR
- 38 REL STE (SE
- 39 PRO LOC AND (SE
- 40 UPC APP EXIS THE COM



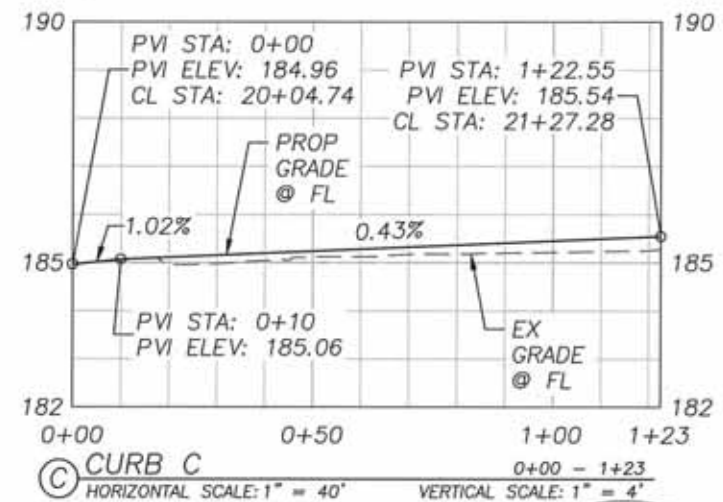
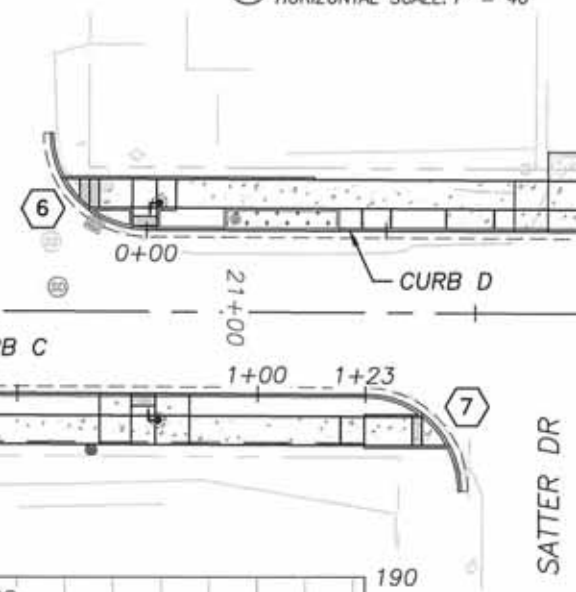


② 45TH AVENUE PROFILE VIEW 16+50 - 22+50
SCALE: 1" = 40' VERTICAL SCALE: 1" = 5'





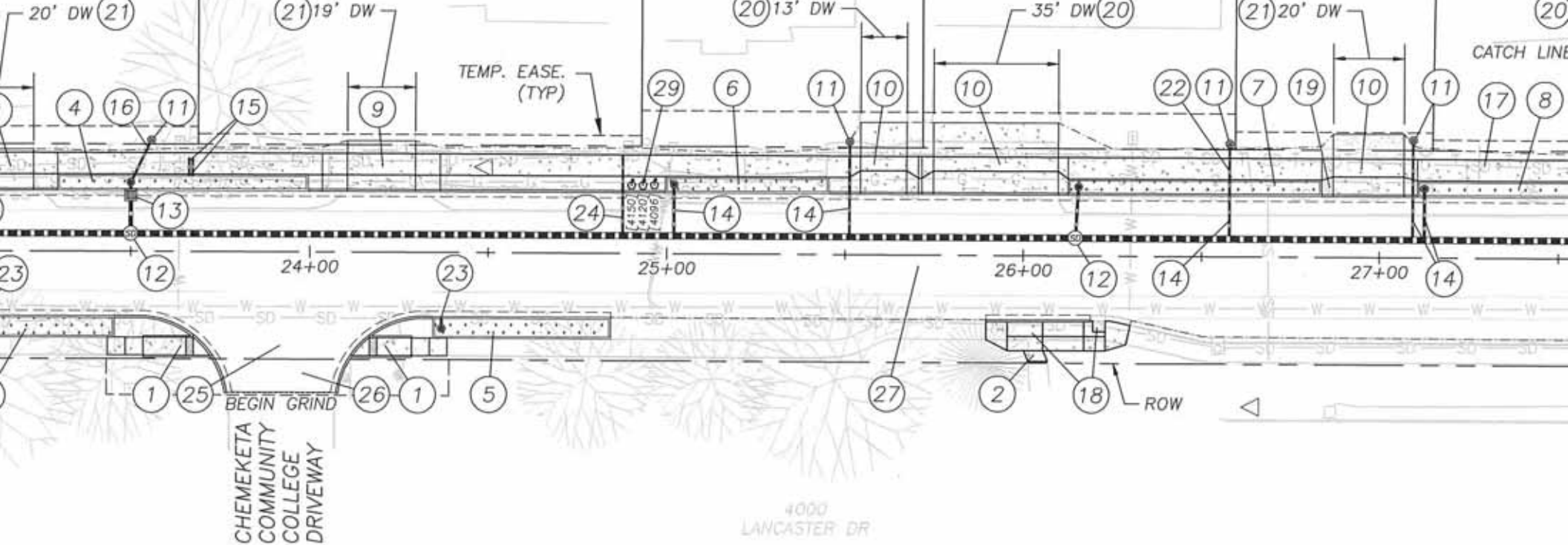
SATTER DR



CURB RETURN NOTES

STATION	FL ELEV	CURVE NO	RAD	STATION	FL ELEV
PC-C/L 20+07.30', 17.0' LT	185.05	7	20'	PC-C/L 21+27.28, 17.0' RT	185.54
1/4, L=7.85'	184.95			1/4, L=7.85'	185.40
1/2, L=15.71'	184.84			GB, L=13.07'	185.27
3/4, L=23.56'	184.74			1/2, L=15.69'	185.23
PT-C/L 20+27.30, 37.0' LT	184.64			GB, L=21.29	185.15
				3/4, L=23.54'	185.11
				PT-C/L 21+47.28, 37.0' RT	184.95
PC-C/L 20+61.30, 37.0' LT	184.74	7	20'	PC-C/L 21+81.28, 17.0' RT	185.23
1/4, L=7.85'	184.92				
1/2, L=15.71'	184.82				

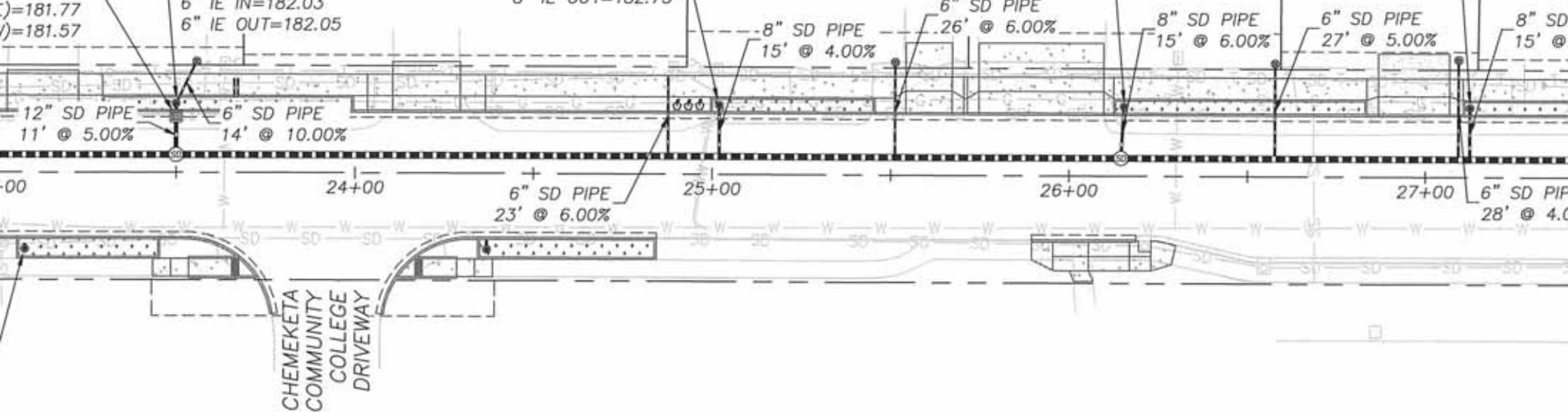




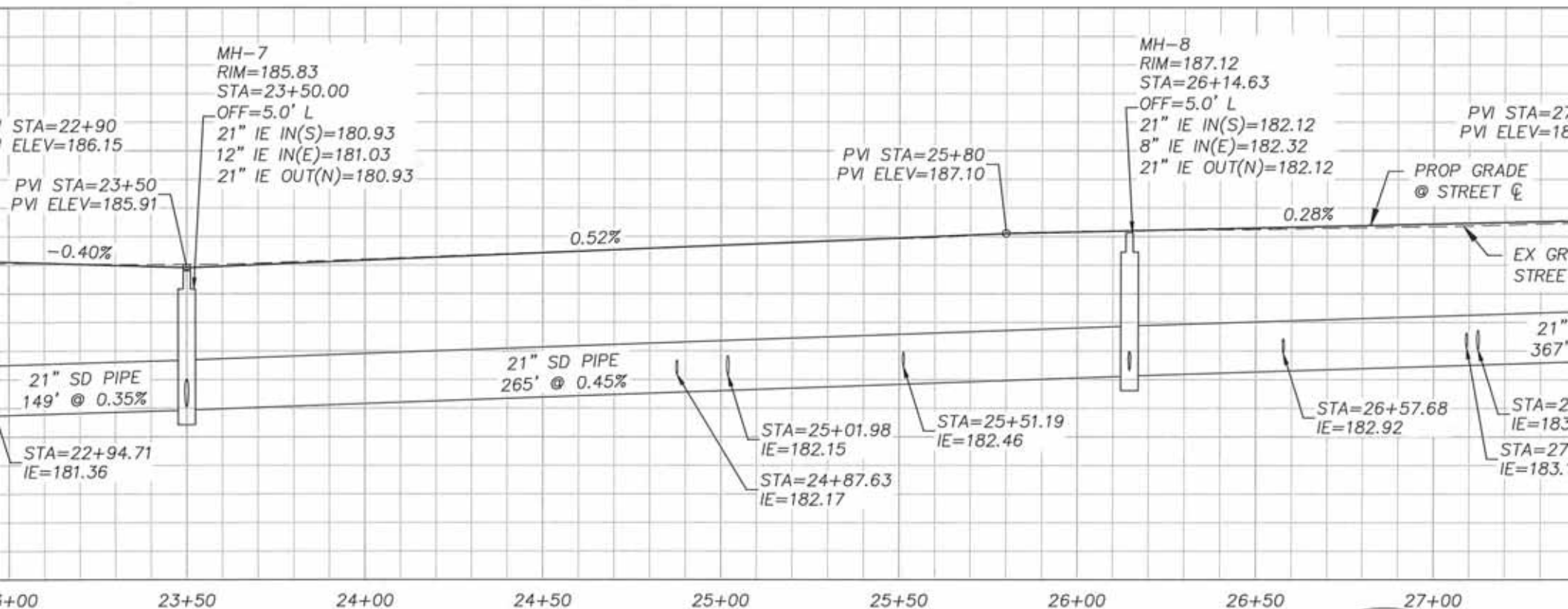
① 45TH AVENUE PLAN VIEW 22+50 - 28+00
SCALE: 1" = 40'

- | | | | |
|---|--|---|---|
| <p>⑦ CONSTRUCT WATER QUALITY PLANTER STA 26+13.44 TO 26+83.00
L=69.56' W=3.5'
(SEE DETAIL SHEET 2B)</p> <p>⑧ CONSTRUCT WATER QUALITY PLANTER STA 27+10.50 TO 27+67.54
L=57.04' W=3.5'
(SEE DETAIL SHEET 2B)</p> <p>⑨ CONSTRUCT CONC DRIVEWAY - SLOPE 1.5% FROM FLOW LINE TO BACK OF WALK
(SEE STD DWG RD740, OPTION J)</p> <p>⑩ CONSTRUCT CONC DRIVEWAY - SLOPE APRON TO MATCH EXISTING ELEVATIONS
(SEE STD DWG RD740, OPTION I)</p> <p>⑪ CONSTRUCT YARD DRAIN - 5 EA
(SEE DETAIL SHEET 2B1)</p> <p>⑫ CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 2 EA
(SEE STD DWGS RD335 & RD345)</p> <p>⑬ CONSTRUCT CONC INLET TYPE G-2</p> | <p>⑮ INSTALL STORM PIPE - CONNECT TO EXISTING STORM LATERAL, OUTLET PIPE TO WATER QUALITY PLANTER</p> <p>⑯ INSTALL STORM PIPE - CONNECT TO BEEHIVE INLET</p> <p>⑰ REMOVE EXISTING STORM PIPE AND STRUCTURES - 555 FT
STA 22+45 TO 28+00</p> <p>⑱ CONSTRUCT WIDENED SIDEWALK FOR TRANSIT STOP
(SEE DETAIL SHEET 2B1)</p> <p>⑲ MAJOR ADJUST MH - 1 EA</p> <p>⑳ INSTALL 4" CONC DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 489 SF</p> <p>㉑ INSTALL 4" ACP DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 276 SF</p> <p>㉒ INSTALL 8" SLEEVE FROM 1' OUTSIDE OF CURB & GLITTER TO 1' BEHIND BACK OF</p> | <p>㉓ INSTALL STORM PIPE - CONNECT TO EXISTING STORM PIPE
(SEE DETAIL SHEET 2B)</p> <p>㉔ INSTALL STORM PIPE - CONNECT TO EXISTING STORM LATERAL, CONNECT TO STORM MAINLINE
(SEE DETAIL SHEET 2B)</p> <p>㉕ CONTRACTOR TO GRADE CROWN OF CHEMEKETA DRIVEWAY TO DRAIN TOWARDS CURB FLOW LINES</p> <p>㉖ CONSTRUCT ROAD CONNECTION
(SEE DETAIL SHEET 2B1)</p> <p>㉗ SEE RESURFACING EXHIBIT ON SHEET R3 FOR GRINDING AND ACP LEVELING DEPTHS</p> <p>㉘ RELOCATE EXISTING MAILBOX ON NEW STEEL POST AND ANCHOR - 2 EA
(SEE STD DWGS RD100 & RD101)</p> | <p>㉙ RELOCATE EXISTING MAILBOX ON NEW STEEL POST AND ANCHOR - 2 EA
(SEE STD DWGS RD100 & RD101)</p> <p>㉚ RELOCATE EXISTING MAILBOX ON NEW STEEL POST AND ANCHOR - 2 EA
(SEE STD DWGS RD100 & RD101)</p> |
|---|--|---|---|



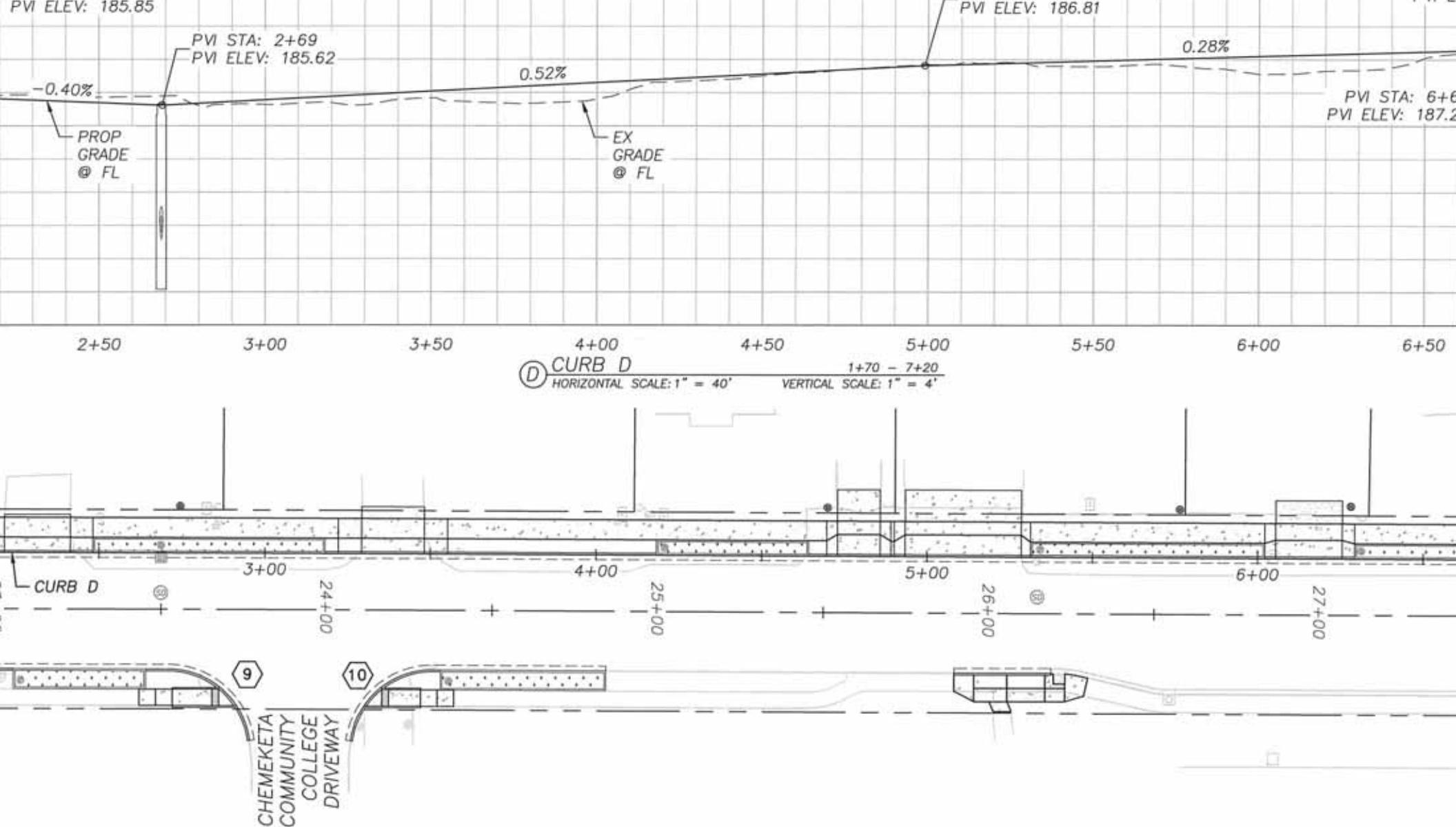


① 45TH AVENUE PLAN VIEW 22+50 - 28+00
SCALE: 1" = 40'



② 45TH AVENUE PROFILE VIEW 22+50 - 28+00
SCALE: 1" = 40'
VERTICAL SCALE: 1" = 5'

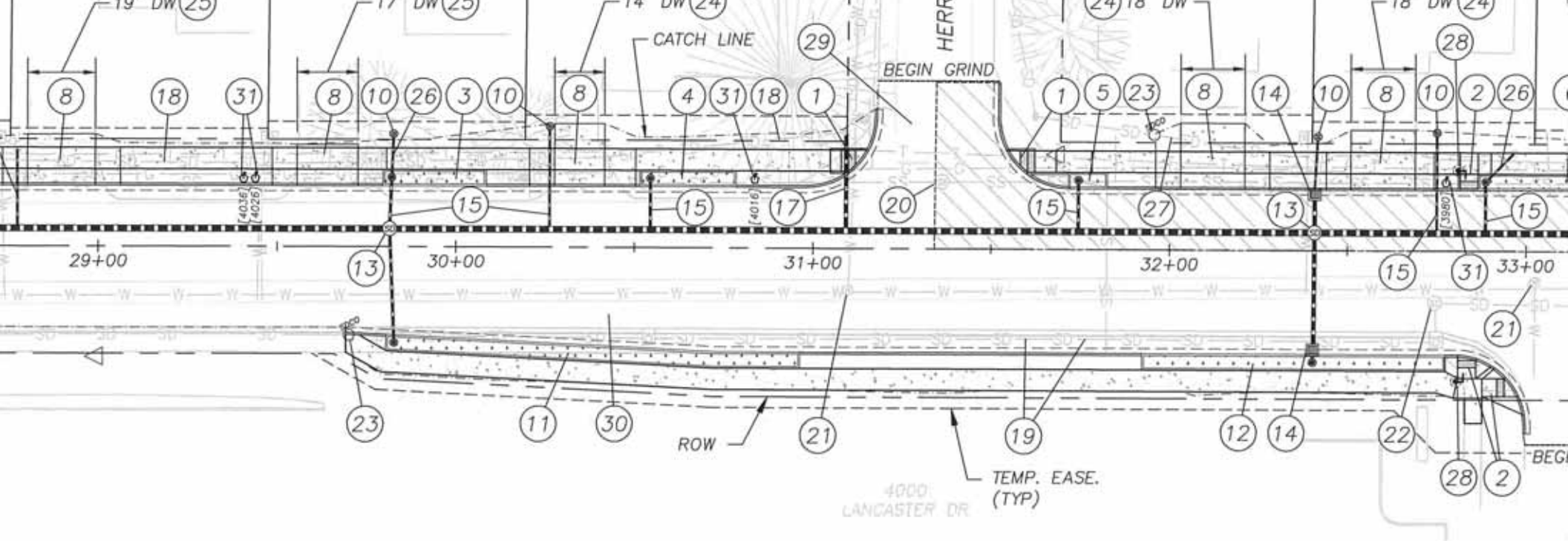




VERTICAL CURVE NOTES

STATION	FL ELEV
PC-C/L 23+52.20', 18.0' RT	185.40
1/4, L=8.93'	185.49
GB, L=17.02'	185.57
1/2, L=17.85'	185.57
GB, L=24.04'	185.61
3/4, L=26.78'	185.79
PT-C/L 23+76.93, 39.4' RT	186.38
PC-C/L 24+07.50, 39.4' RT	186.77
1/4, L=8.96'	186.24
GB, L=17.02'	186.33





① 45TH AVENUE PLAN VIEW 28+00 - 34+00
SCALE: 1" = 40'

CONSTRUCTION NOTES:

CONSTRUCT PERPENDICULAR CONC
SIDEWALK RAMP - 2 EA
(SEE DETAIL SHEET 2C4)

CONSTRUCT PERPENDICULAR CONC
SIDEWALK RAMP - 4 EA
(SEE DETAIL SHEET 2C5)

CONSTRUCT WATER QUALITY PLANTER
STA 29+80.10 TO 30+08.10
L=28.0' W=3.5'
(SEE DETAIL SHEET 2B)

CONSTRUCT WATER QUALITY PLANTER
STA 30+52.50 TO 30+77.50
L=25' W=3.5'
(SEE DETAIL SHEET 2B)

CONSTRUCT WATER QUALITY PLANTER
STA 31+72.44 TO 31+82.44
L=10' W=3.5'
(SEE DETAIL SHEET 2B)

CONSTRUCT WATER QUALITY PLANTER
STA 32+86.66 TO 33+30.18
L=43.52' W=3.5'

⑧ CONSTRUCT CONC DRIVEWAY - SLOPE
1.5% FROM FLOW LINE TO BACK OF WALK
(SEE STD DWG RD740, OPTION J)

⑨ RECONSTRUCT ASPHALT ROADWAY -
5725 SF
(SEE DETAIL SHEET 2B1)

⑩ CONSTRUCT YARD DRAIN - 5 EA
(SEE DETAIL SHEET 2B1)

⑪ CONSTRUCT WATER QUALITY PLANTER
STA 29+80.93 TO 30+95.62
L=114.78' W=3.5'
(SEE DETAIL SHEET 2B)

⑫ CONSTRUCT WATER QUALITY PLANTER
STA 31+93.48 TO 32+77.51
L=84.03' W=3.5'
(SEE DETAIL SHEET 2B)

⑬ CONSTRUCT 48" FLAT TOP STORM SEWER
MANHOLE - 3 EA
(SEE STD DWGS RD335 & RD345)

⑭ CONSTRUCT CONC INLET TYPE G-2
- 3 EA (SEE STD DWG RD364)

⑮ INSTALL STORM PIPE - CONNECT TO
EXISTING STORM LATERAL, CONNECT TO
STORM MAINLINE
(SEE DETAIL SHEET 2B)

⑯ INSTALL STORM PIPE - CONNECT TO
EXISTING STORM INLET, CONNECT TO
STORM MAINLINE
(SEE DETAIL SHEET 2B)

⑰ REMOVE EXISTING STORM PIPE - 309 FT
STA 28+00 TO 31+09

⑱ REMOVE EXISTING STORM PIPE AND
STRUCTURES - 306 FT
STA 29+69 TO 32+75

⑲ MINOR ADJUST MH TO GRADE - 1 EA

⑳ ADJUST BOX - 2 EA

㉑ REMOVE EXISTING STORM MH, CAP AND
ABANDON INLET PIPE, AND REMOVE
OUTLET PIPE

㉒ INSTALL 8" CLEANOUT AT END OF
EXISTING STORM PIPE
(SEE STD DWG RD362)

㉓ INSTALL 4" ACP DRIVEWAY
6" MINIMUM AGGREGATE
AREA 106 SF

㉔ INSTALL STORM PIPE -
EXISTING LATERAL, CONNECT TO
INLET

㉕ REMOVE EXISTING STORM PIPE
STA 31+96 TO 32+69

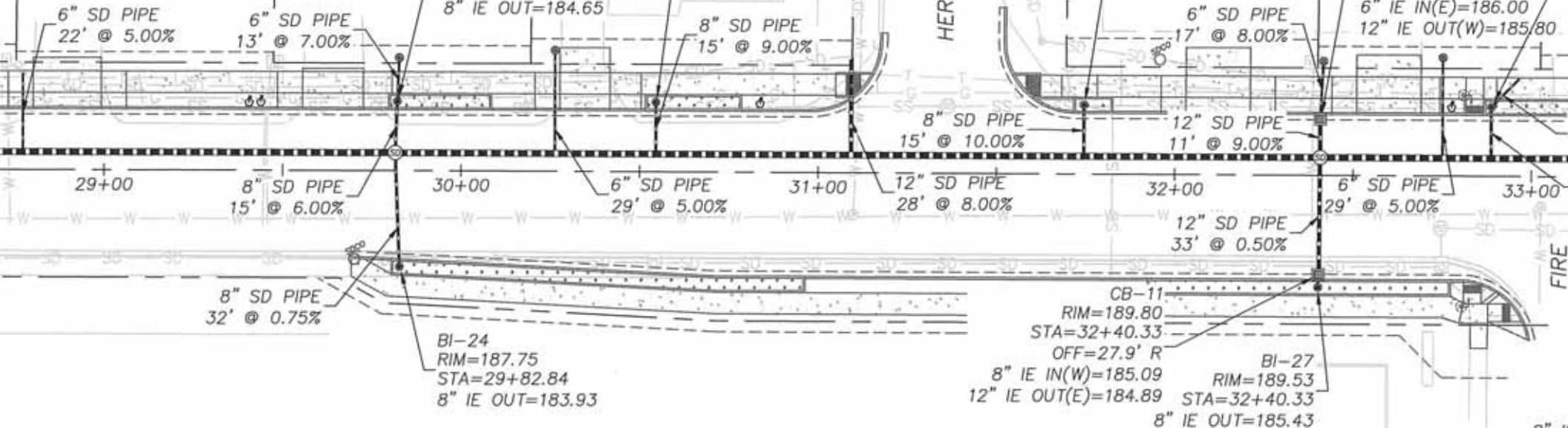
㉖ INSTALL RECTANGULAR RAMP
BEACON (RRFB) ASSEMBLY
FOUNDATION. (SEE DETAIL SHEET 2B1)

㉗ CONSTRUCT ROAD CONNECTION
(SEE DETAIL SHEET 2B1)

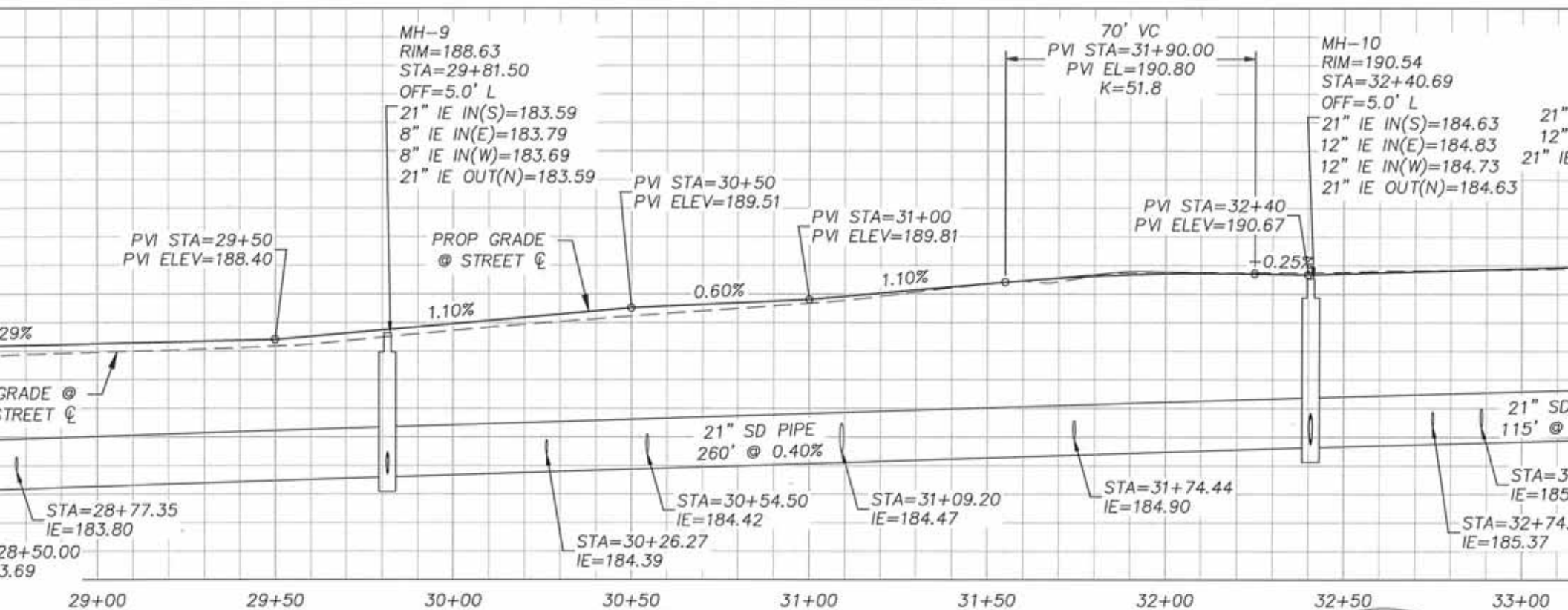
㉘ SEE RESURFACING EXHIBIT
FOR GRINDING AND ACP

㉙ RELOCATE EXISTING MAIL
STEEL POST AND ANCHOR
(SEE STD DWG RD100 & RD101)



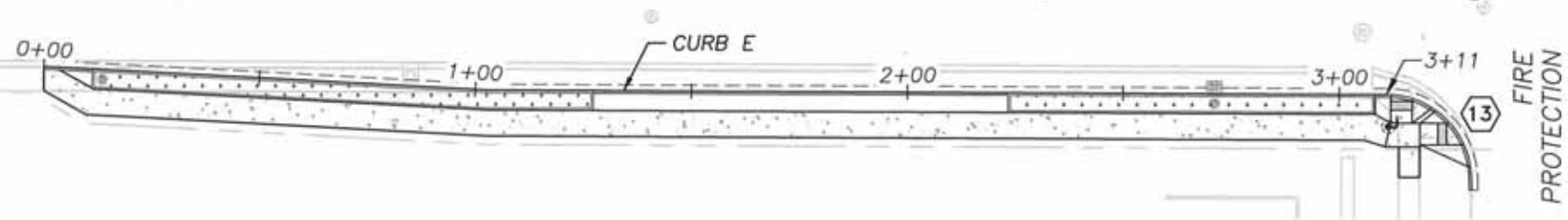
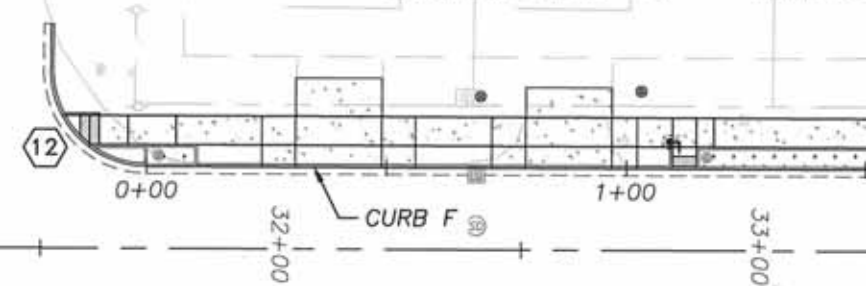
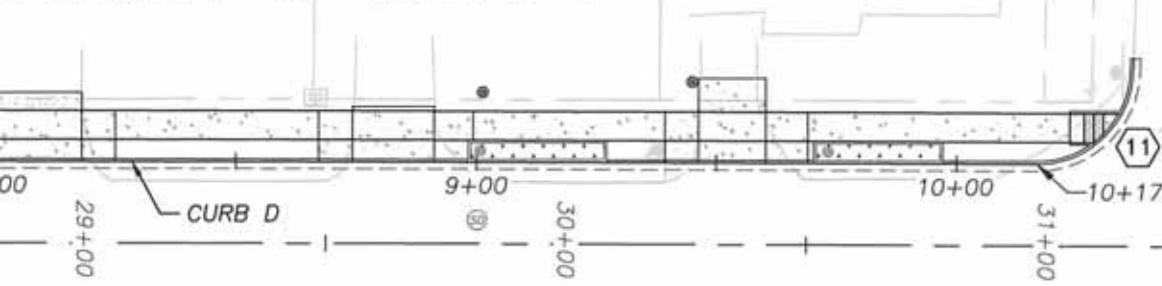
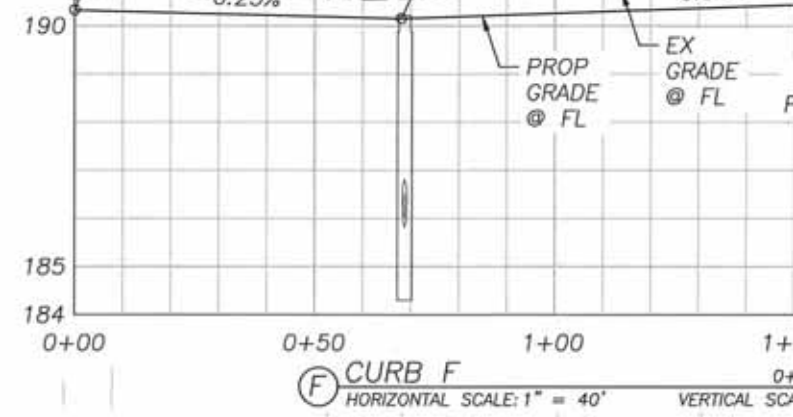
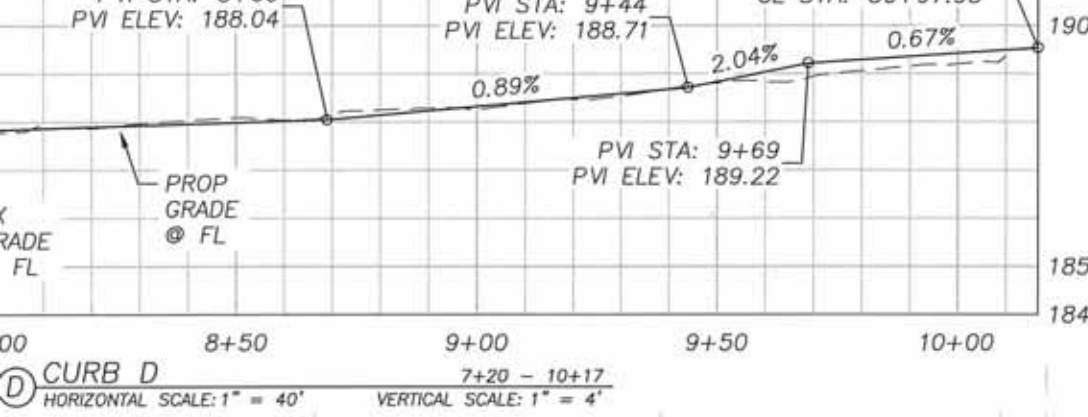


① 45TH AVENUE PLAN VIEW 28+00 - 34+00
SCALE: 1" = 40'



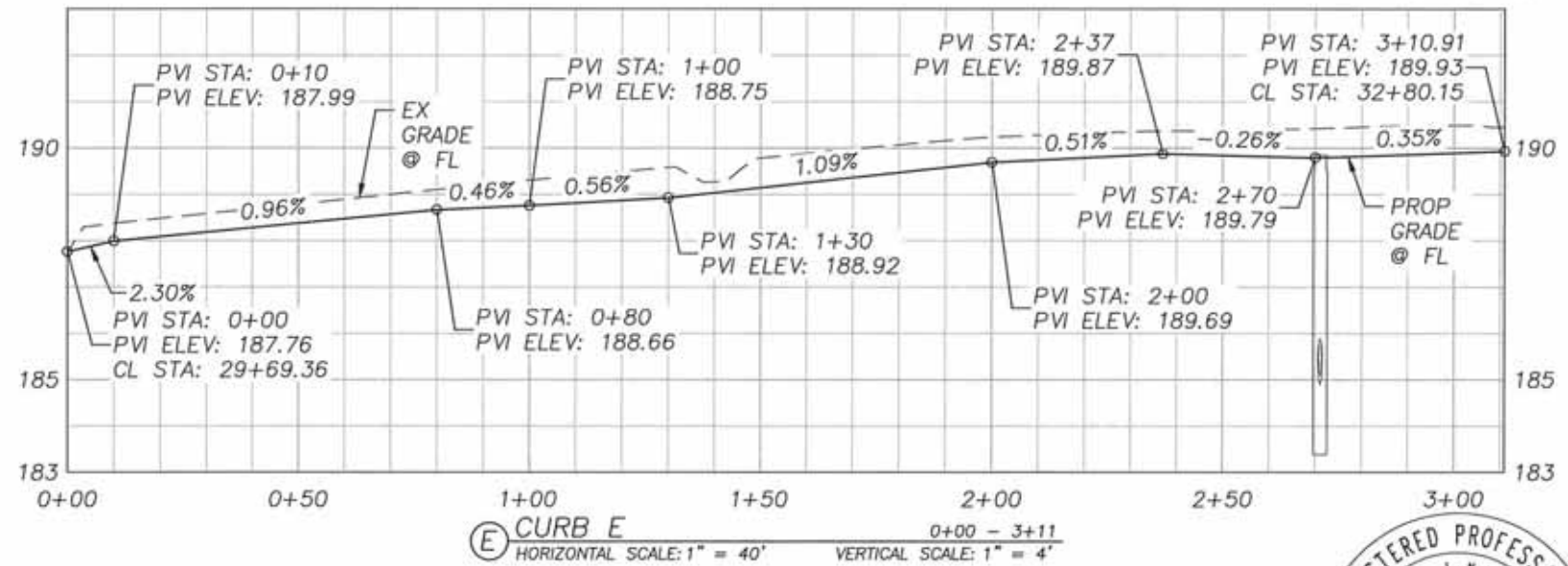
② 45TH AVENUE PROFILE VIEW 28+00 - 34+00
SCALE: 1" = 40' VERTICAL SCALE: 1" = 5'

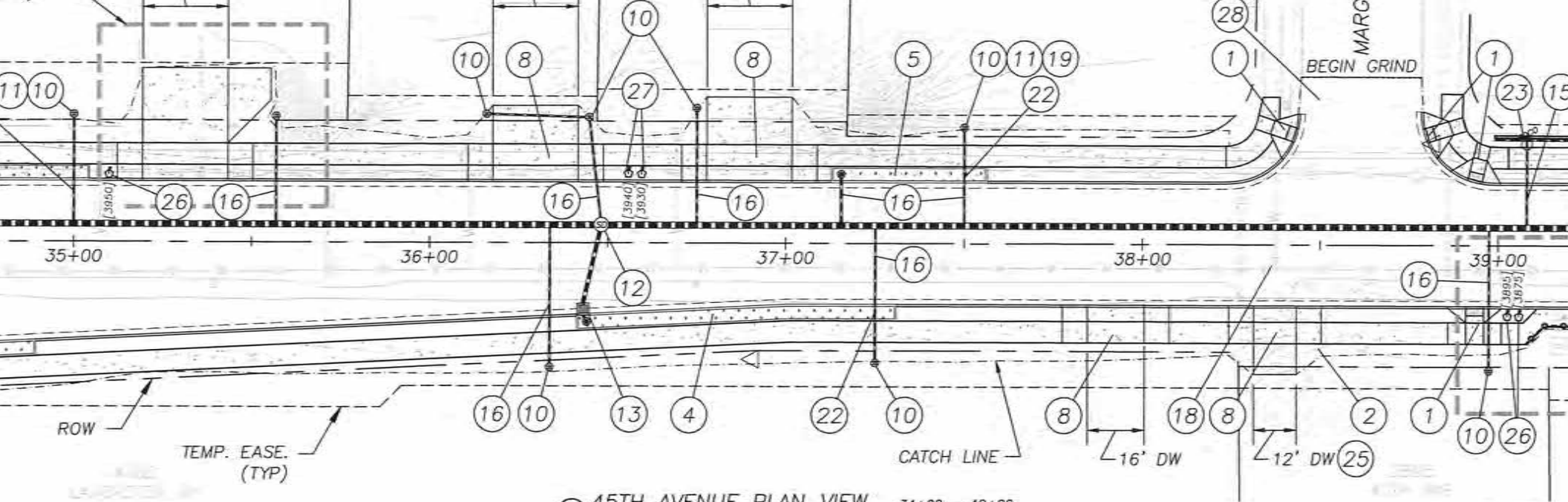




PLAN NOTES

STATION	FL ELEV
0+00	189.53
0+17.95, 17.0' LT	189.53
L=7.81'	189.62
L=12.59'	189.67
L=15.62'	189.63
L=23.43'	189.51
0+41.38, 23.43' LT	189.39
0+64.81, 36.8' LT	189.39
0+101.62, 36.8' LT	189.50
L=7.90'	189.74
L=10.30'	189.81
L=15.79'	189.89
L=18.52'	189.93
L=23.69'	190.09
0+125.31, 49.0' RT	190.32
0+174.36, 29.0' RT	189.93
L=1.04'	189.93
L=7.86'	189.95
L=15.71'	189.98
L=22.45'	190.00
L=23.57'	190.00
0+207.93, 49.0' RT	190.02
0+256.98, 49.0' RT	190.15





① 45TH AVENUE PLAN VIEW 34+00 - 40+00
SCALE: 1" = 40'

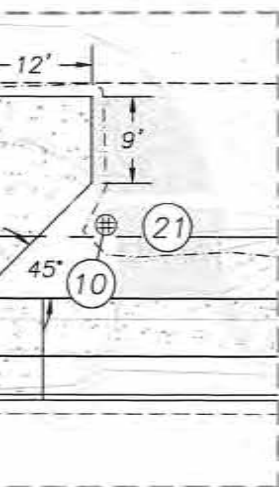
PLAN ENLARGEMENT
(SEE DETAIL 3 THIS SHEET)

CONSTRUCTION NOTES:

- ① CONSTRUCT PERPENDICULAR CONC SIDEWALK RAMP - 4 EA (SEE DETAIL SHEET 2C6)
- ② REMOVE TREES - 2 EA
- ③ CONSTRUCT WATER QUALITY PLANTER STA 34+19.39 TO 35+04.39 L=85' W=3.5' (SEE DETAIL SHEET 2B)
- ④ CONSTRUCT WATER QUALITY PLANTER STA 36+42.17 TO 37+30.77 L=88.6' W=3.5' (SEE DETAIL SHEET 2B)
- ⑤ CONSTRUCT WATER QUALITY PLANTER STA 37+13.39 TO 37+56.39 L=43' W=3.5' (SEE DETAIL SHEET 2B)
- ⑥ CONSTRUCT WATER QUALITY PLANTER STA 39+30.59 TO 39+49.09 L=18.5' W=3.5' (SEE DETAIL SHEET 2B)
- ⑦ CONSTRUCT WATER QUALITY PLANTER STA 39+76.50 TO 40+43.50 L=67' W=3.5' (SEE DETAIL SHEET 2B)

- ⑨ CONSTRUCT KEYSTONE RETAINING WALL, MAX HEIGHT 2' - 500 SF (SEE DETAIL SHEET 2B1)
- ⑩ CONSTRUCT YARD DRAIN - 11 EA (SEE DETAIL SHEET 2B1)
- ⑪ INSTALL 6" STUB TOWARD HOUSE FOR FUTURE CONNECTION - MATCH INV OF PIPE LEAVING AREA DRAIN
- ⑫ CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 2 EA (SEE STD DWGS RD335 & RD345)
- ⑬ CONSTRUCT CONC INLET TYPE G-2 - 3 EA (SEE STD DWG RD364)
- ⑭ INSTALL 8" CLEANOUT AT END OF EXISTING 12" CONC STORM PIPE RUNNING EAST-WEST (SEE STD DWG RD362)
- ⑮ INSTALL STORM PIPE - CONNECT TO EXISTING STORM LATERAL, CONNECT TO STORM MAINLINE (SEE DETAIL SHEET 2B)
- ⑯ INSTALL STORM PIPE - CONNECT TO STORM MAINLINE (SEE DETAIL SHEET 2B)

- ⑰ CONTRACTOR TO REPAIR OR REPLACE FENCE IF DAMAGED - MAINTAIN TEMPORARY FENCING IF FENCING IS REMOVED TO FACILITATE CONSTRUCTION
- ⑲ RECONNECT EXISTING SPRINKLER SYSTEM IF IMPACTED DURING CONSTRUCTION - SPRINKLER IN THE SW CORNER OF THE PROPERTY MAY BE BYPASSED IF NEEDED
- ⑳ REMOVE 6" OF ROCK AND APPLY TOPSOIL WHERE EXISTING DRIVEWAY WAS LOCATED, APPLY GRASS SEED - 224 SF
- ㉑ INSTALL 8" SLEEVE FROM 1' OUTSIDE OF CURB & GUTTER TO 1' BEHIND BACK OF WALK FOR STORM PIPE GOING THROUGH PLANTER
- ㉒ CONNECT WALL DRAIN TO STORM PIPE
- ㉓ INSTALL 4" CONC DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 1262 SF
- ㉔ INSTALL 4" ACP DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - 357 SF



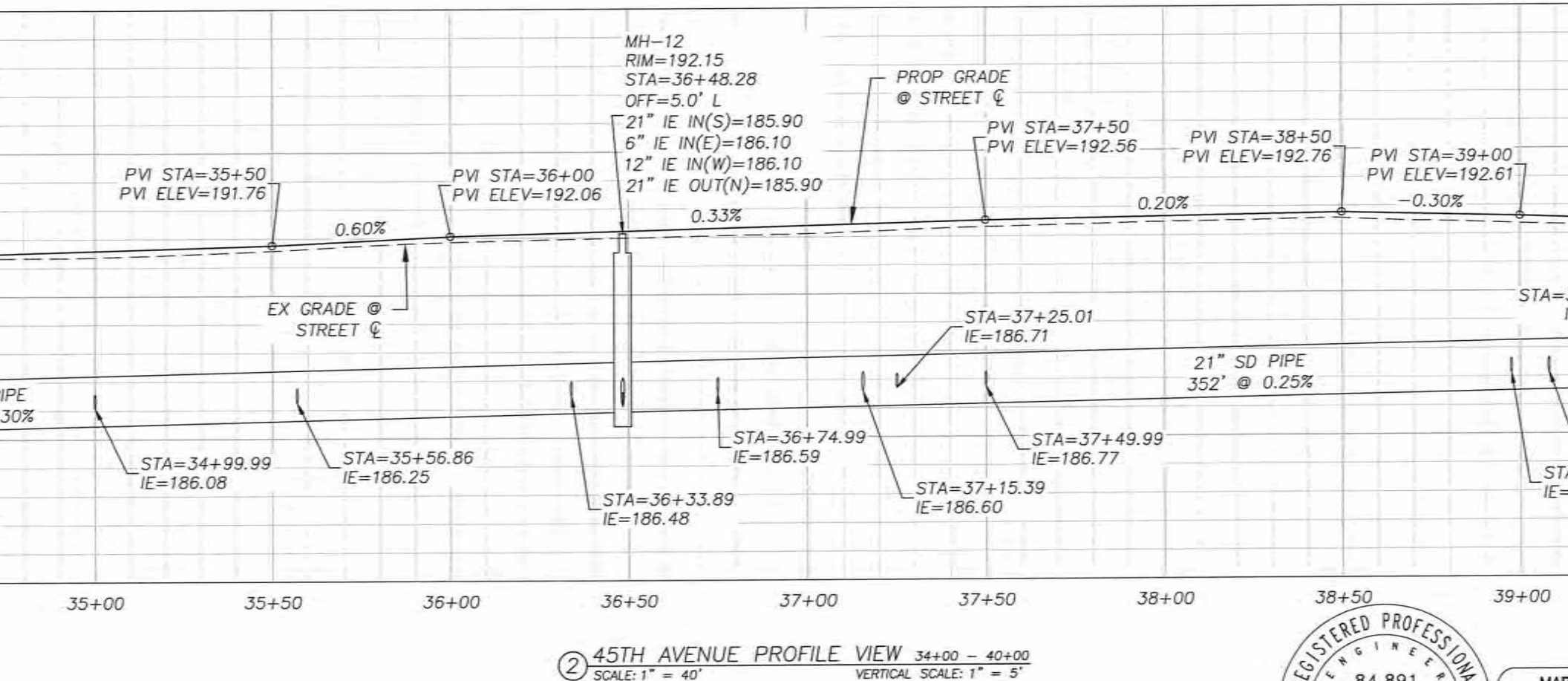
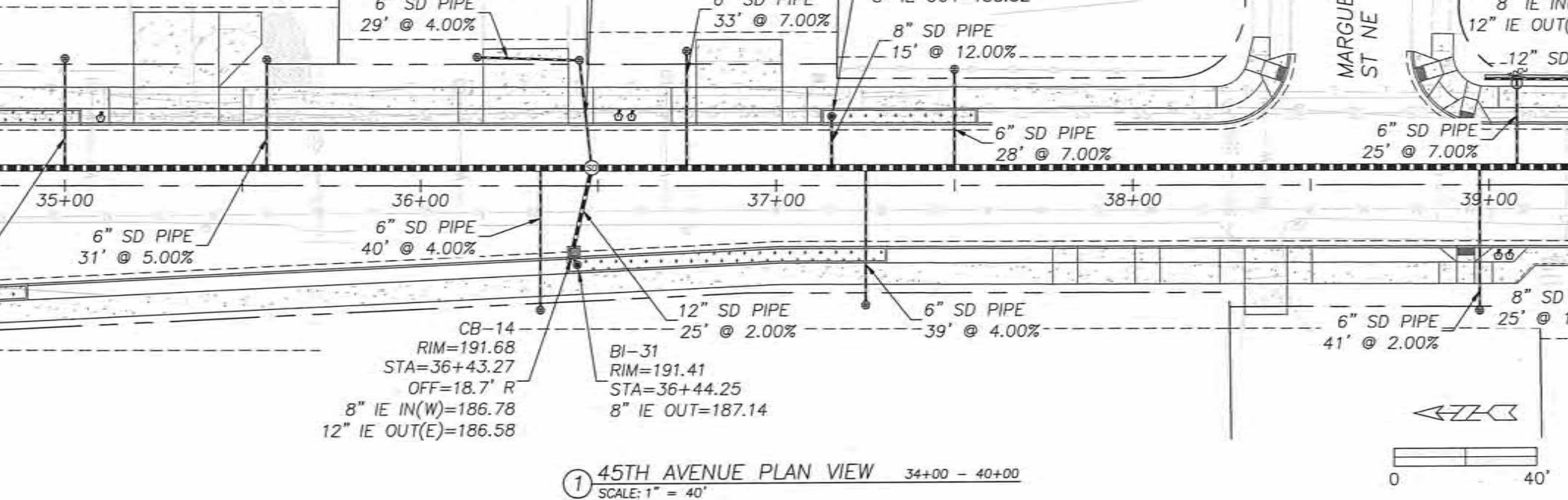
ENLARGEMENT

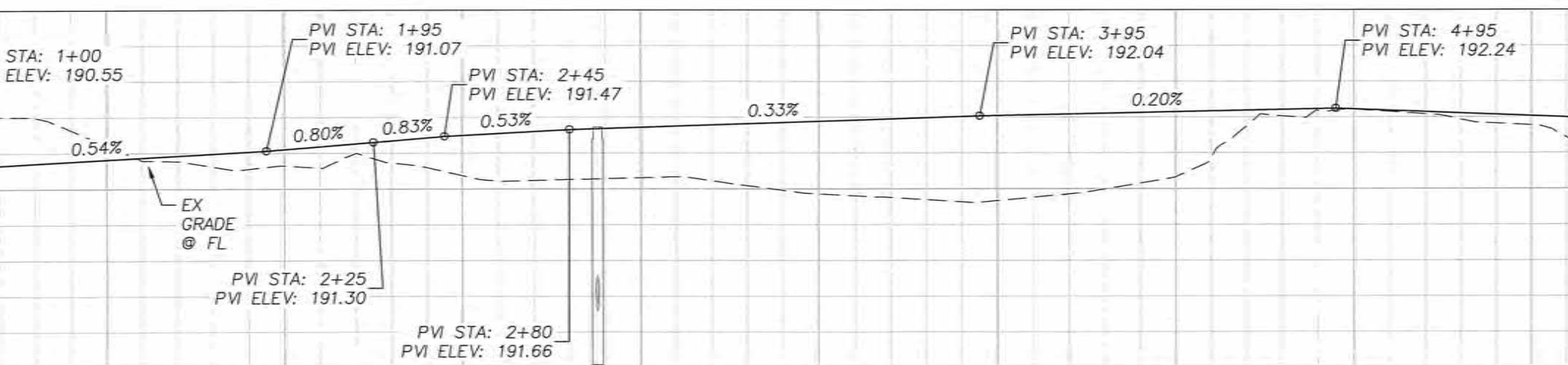
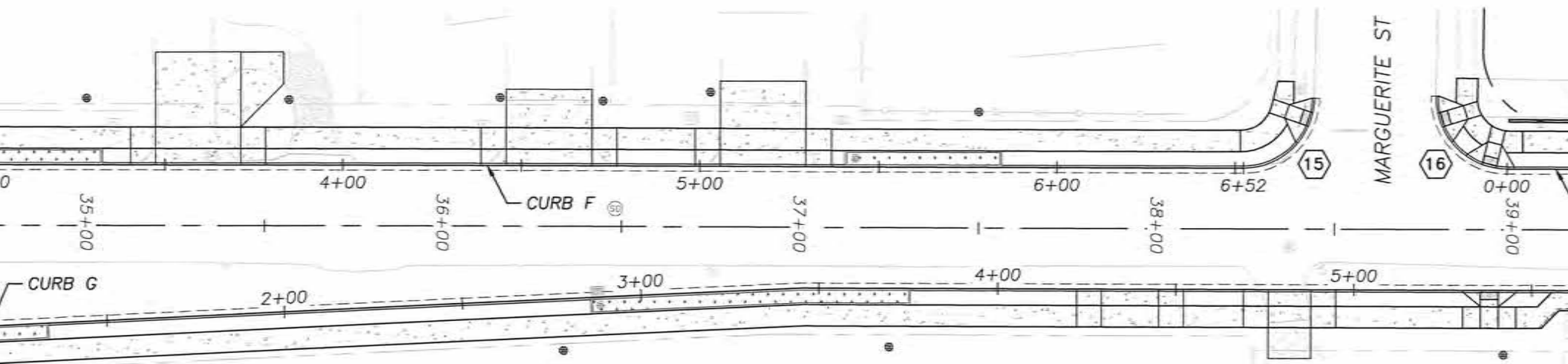
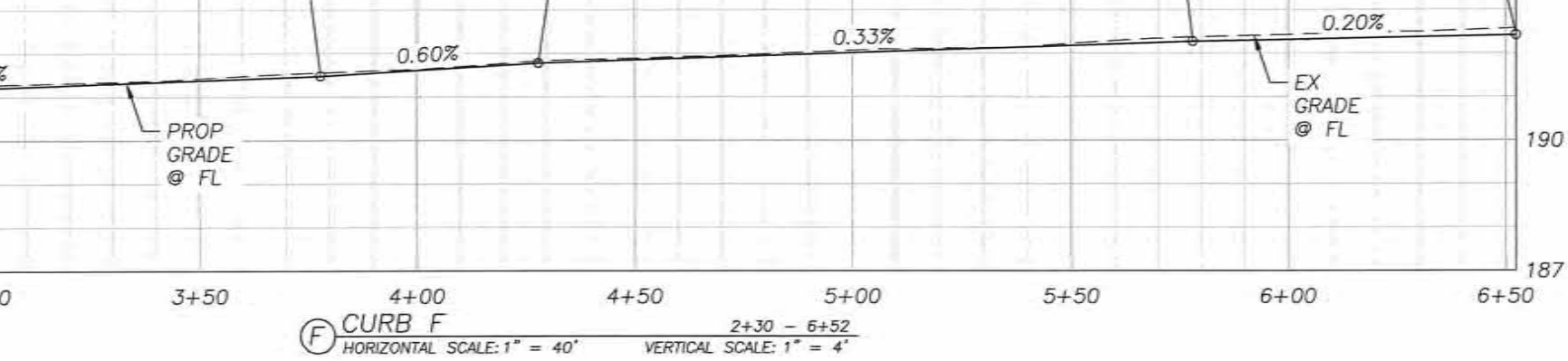
STA: 39+28.00
OFF: 17.58'R

STA: 39+32.00
OFF: 21.58'R

STA: 39+30.93
OFF: 27.58'R

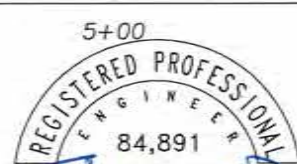
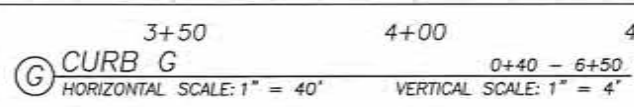


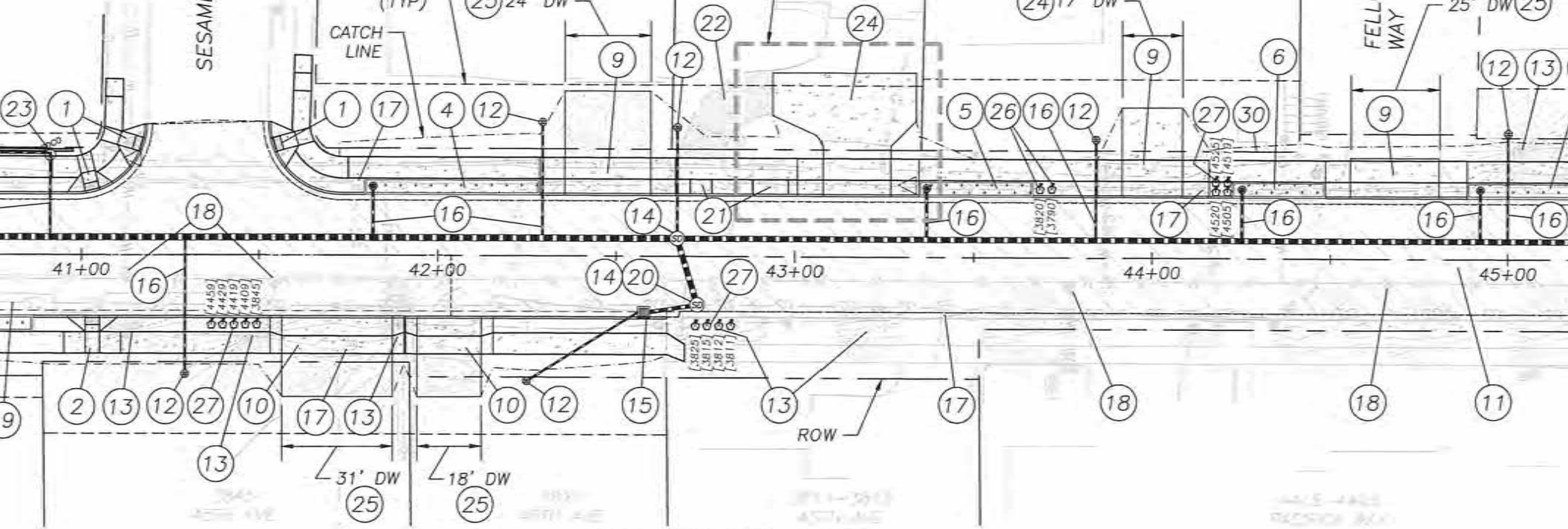




NOTES

CURVE NO	RAD	STATION	FL ELEV
PC-C/L	38+78.34'	37.4' LT	191.73
GB, L=4.84'			191.87
1/4" L=7.95'			191.91





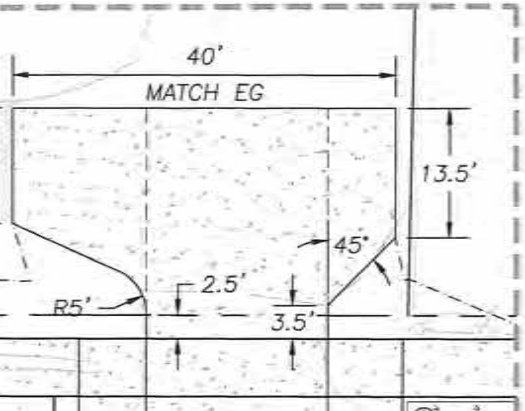
① 45TH AVENUE PLAN VIEW 40+00 - 46+00
SCALE: 1" = 40'

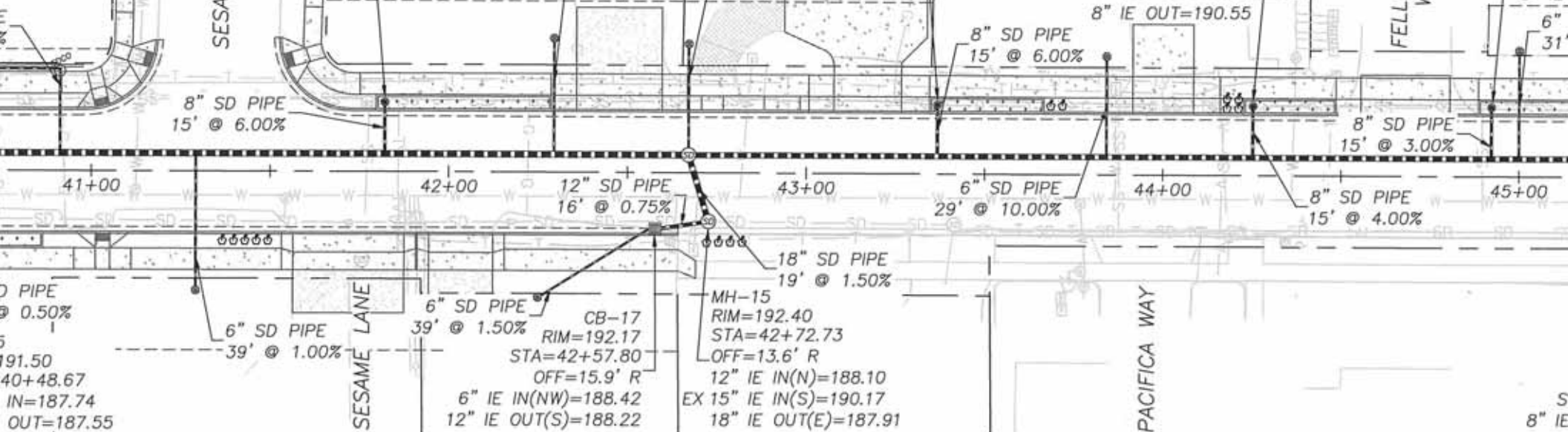
- ④ CONSTRUCT WATER QUALITY PLANTER
STA 41+79.93 TO 42+28.10
L=48.17' W=3.5'
(SEE DETAIL SHEET 2B)
- ⑤ CONSTRUCT WATER QUALITY PLANTER
STA 43+35.16 TO 43+66.16
L=312' W=3.5'
(SEE DETAIL SHEET 2B)
- ⑥ CONSTRUCT WATER QUALITY PLANTER
STA 44+23.23 TO 44+48.23
L=25' W=3.5'
(SEE DETAIL SHEET 2B)

- ⑦ CONSTRUCT WATER QUALITY PLANTER
STA 44+88.23 TO 45+24.23
L=36' W=3.5'
(SEE DETAIL SHEET 2B)
- ⑧ CONSTRUCT WATER QUALITY PLANTER
STA 45+62.10 TO 46+04.22
L=42.12' W=6.1'
(SEE DETAIL SHEET 2B)
- ⑨ CONSTRUCT CONC DRIVEWAY - SLOPE
1.5% FROM FLOWLINE TO BACK OF WALK
(SEE STD DWG RD740, OPTION J)
- ⑩ CONSTRUCT CONC DRIVEWAY - SLOPE
APRON TO MATCH EXISTING ELEVATIONS
(SEE STD DWG RD740, OPTION I)
- ⑪ RECONSTRUCT ASPHALT ROADWAY -
18767 SF
- ⑫ CONSTRUCT YARD DRAIN - 7 EA
(SEE DETAIL SHEET 2B1)
- ⑬ REMOVE TREE - 8 EA
- ⑭ CONSTRUCT 48" FLAT TOP STORM SEWER
MANHOLE - 1 EA
(SEE STD DWGS RD335 & RD345)
- ⑮ CONSTRUCT CONC INLET TYPE G-2
- 1 EA (SEE STD DWG RD364)

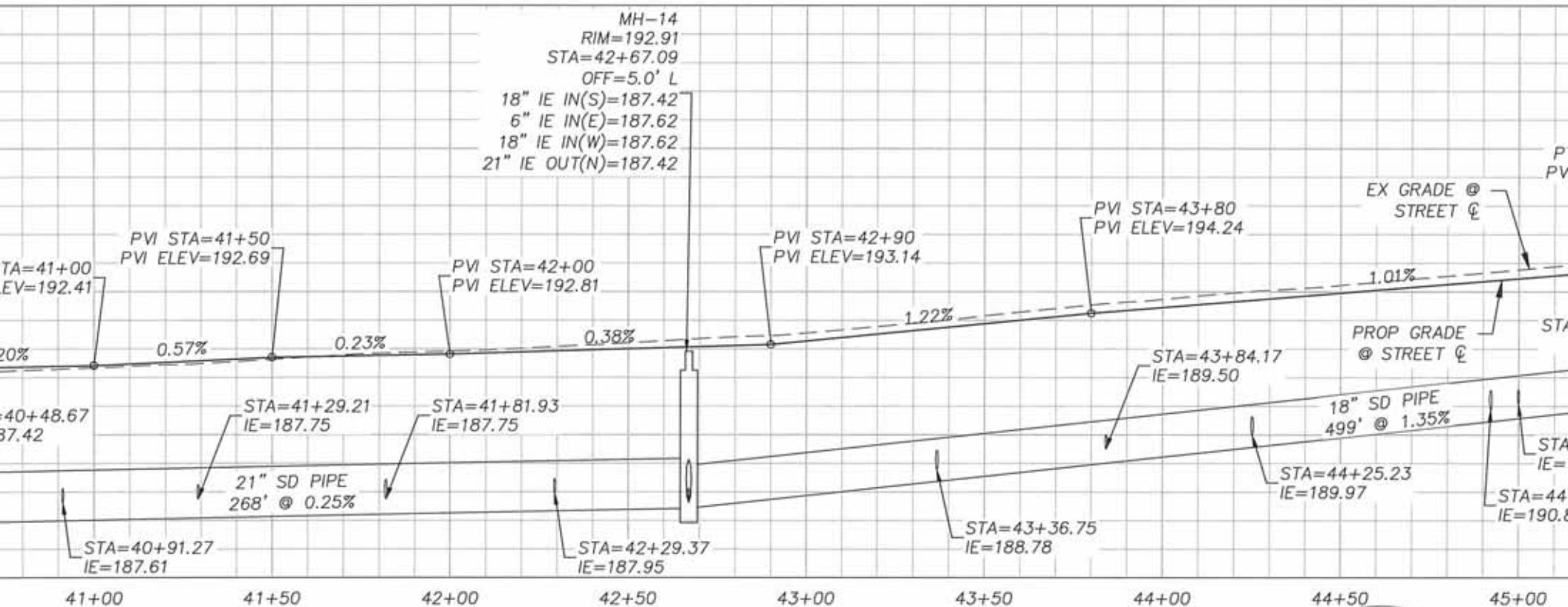
- ⑰ ADJUST BOX - 4 EA
- ⑱ REMOVE EXISTING STORM PIPE AND
STRUCTURES (INCLUDING CONC PIPE
RUNNING EAST-WEST THAT DAYLIGHTS IN
DITCH - 260 FT
STA 40+13 - 42+73
- ⑳ CONNECT EXISTING STORM PIPE TO NEW
MANHOLE
- ㉑ CONSTRUCT WIDENED SIDEWALK FOR
TRANSIT STOP
(SEE DETAIL SHEET 2B1)
- ㉒ REMOVE 6" OF ROCK AND APPLY TOPSOIL
WHERE EXISTING DRIVEWAY WAS LOCATED,
APPLY GRASS SEED TO TOPSOILED AREA
- 381 SF
- ㉓ CONNECT WALL DRAIN TO STORM PIPE
- ㉔ INSTALL 4" CONC DRIVEWAY APPROACH
WITH 6" MINIMUM AGGREGATE BASE -
TOTAL AREA 1199 SF
- ㉕ INSTALL 4" ACP DRIVEWAY APPROACH WITH
6" MINIMUM AGGREGATE
BASE - TOTAL AREA
1296 SF

- ㉖ RE...
- ㉗ RE...
- ㉘ PR...
- ㉙ RE...
- ㉚ CO...
- ㉛ SE...



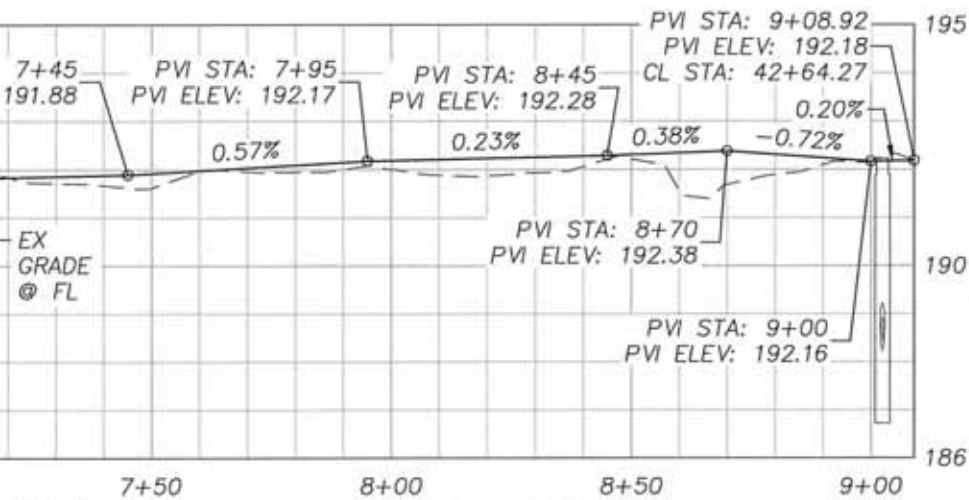
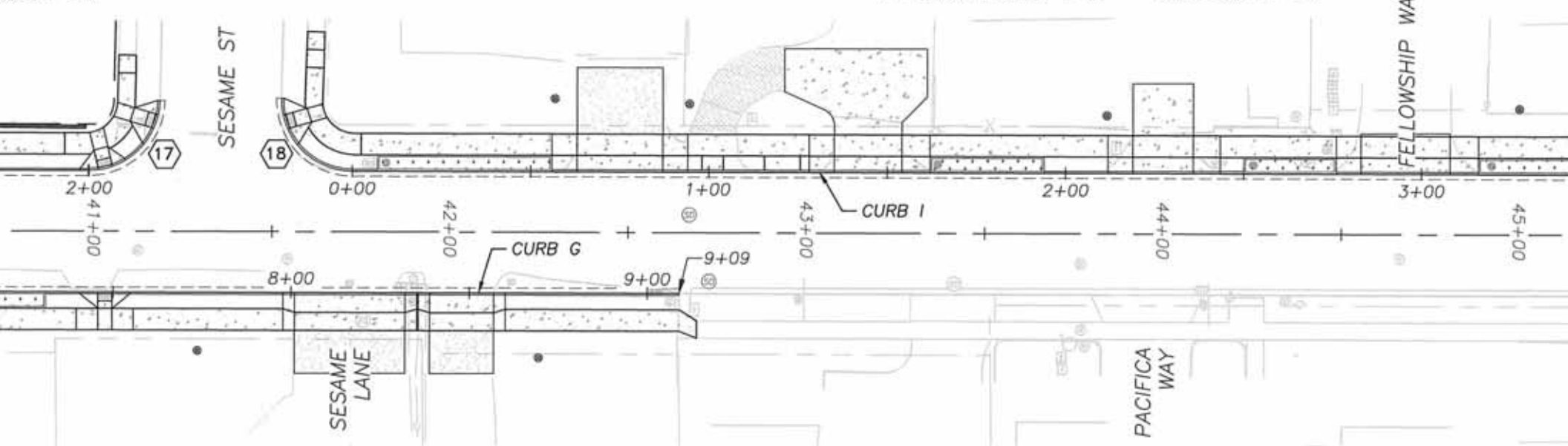
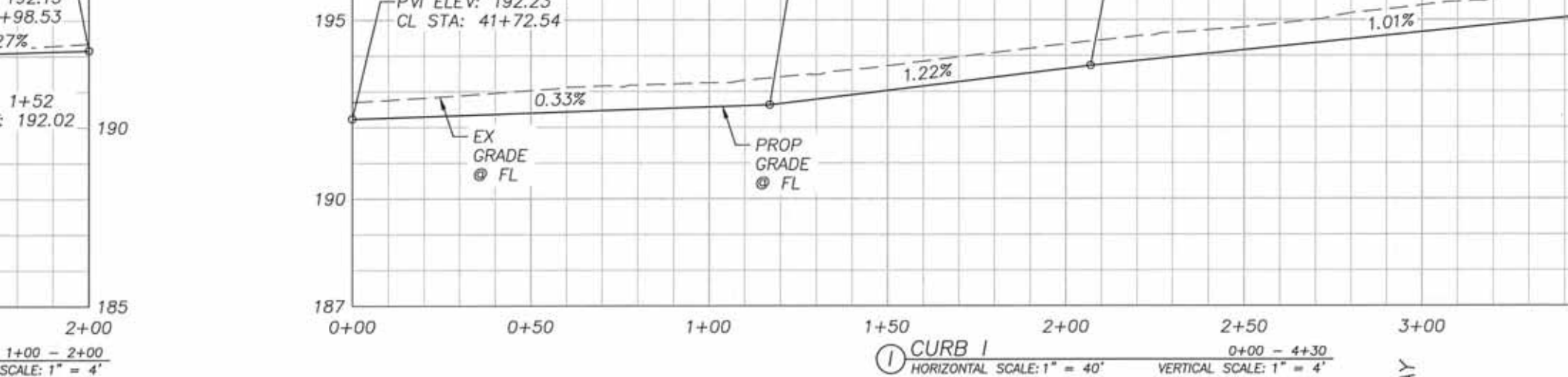


① 45TH AVENUE PLAN VIEW 40+00 - 46+00
SCALE: 1" = 40'



② 45TH AVENUE PROFILE VIEW 40+00 - 46+00
SCALE: 1" = 40' VERTICAL SCALE: 1" = 5'

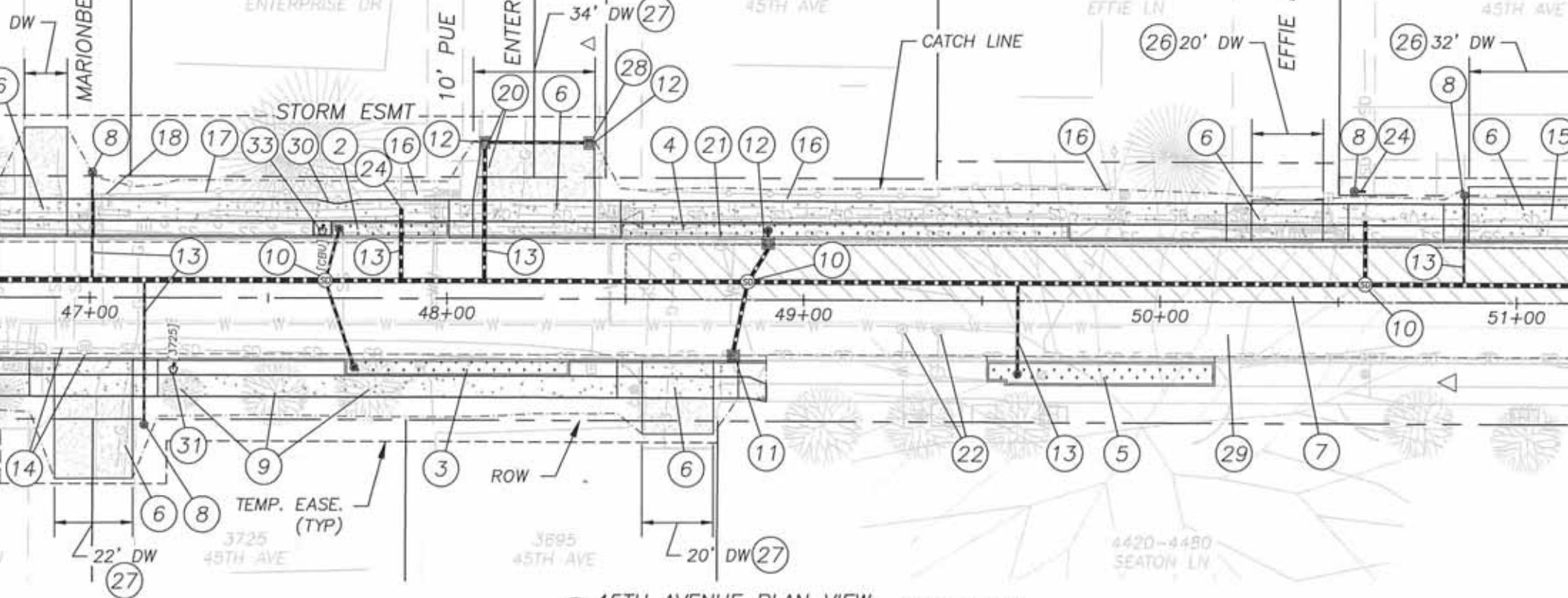




CURB RETURN NOTES

CURVE NO	RAD	STATION	FL ELEV
17	20'	PC-C/L 40+98.53, 17.0' LT	192.15
		GB, L=2.64'	192.08
		GB, L=6.76'	192.02
		1/4, L=7.76'	192.00
		1/2, L=15.52'	191.80
		GB, L=22.90'	191.61
		3/4, L=23.28'	191.61
		GB, L=27.03'	191.55
		PT-C/L 41+18.52, 36.6' LT	191.45
18	20'	PC-C/L 41+52.54, 37.4' LT	191.48
		GB, L=4.81'	191.60
		1/4, L=7.25'	191.65





1 45TH AVENUE PLAN VIEW 46+00 - 52+00
SCALE: 1" = 40'

ES:

ITY PLANTER
9.85

ITY PLANTER
9.77

ITY PLANTER
4.09

ITY PLANTER
3.77

ITY PLANTER
5.27

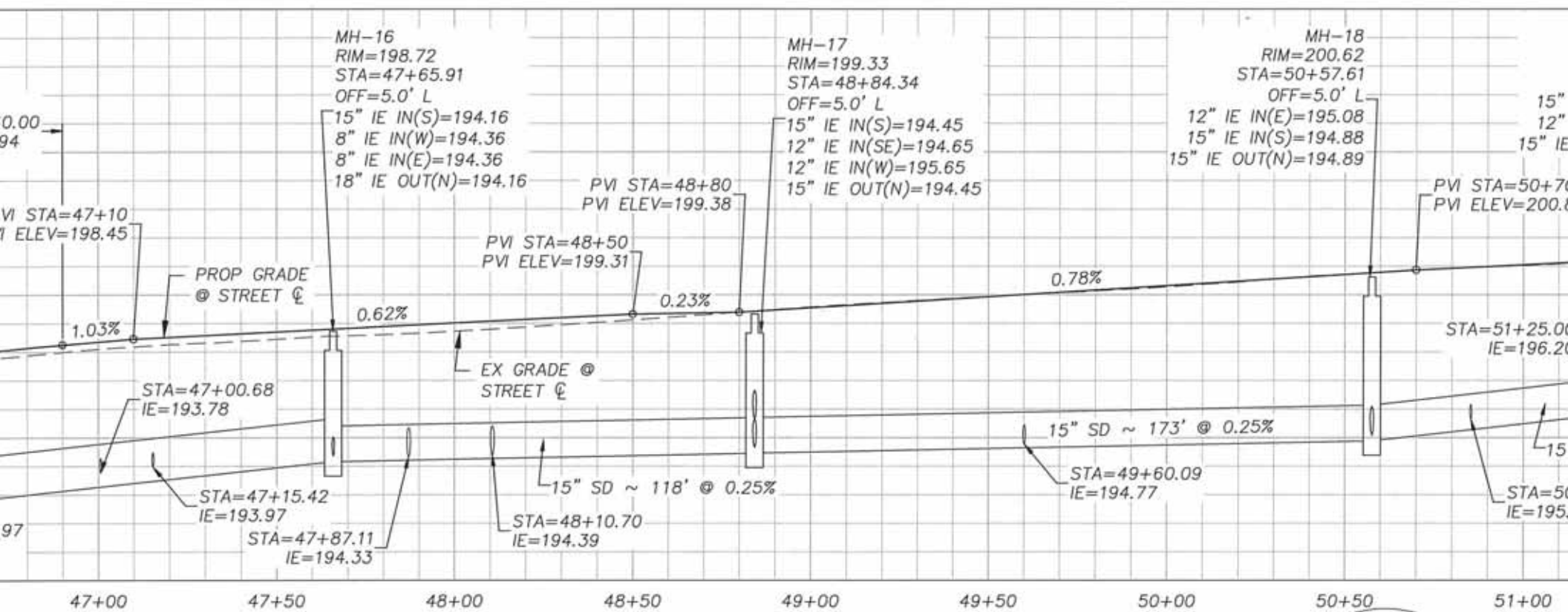
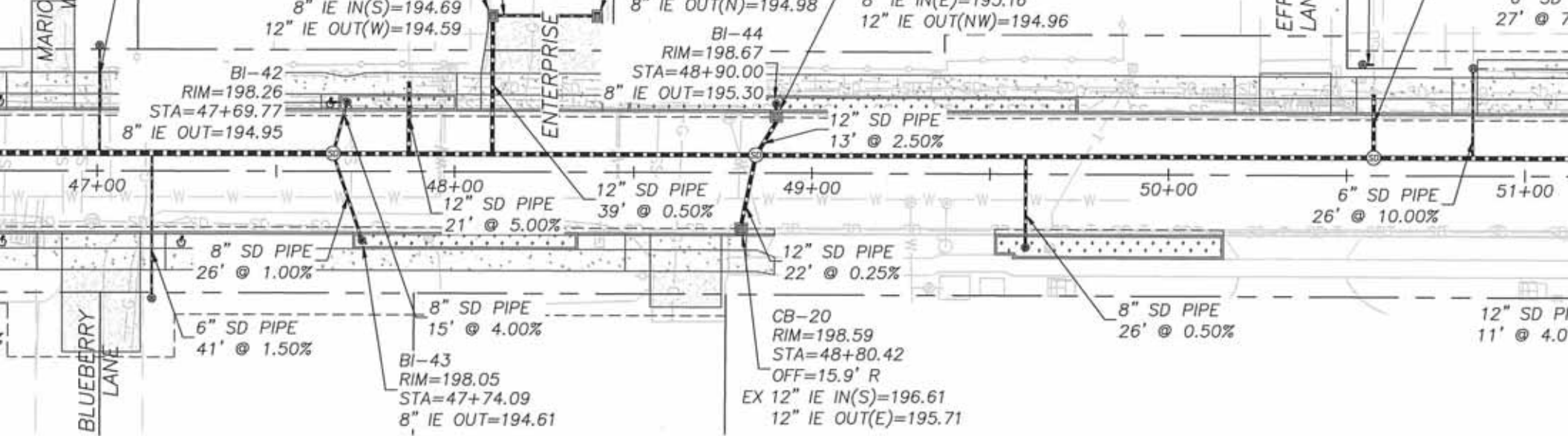
- 7 RECONSTRUCT ASPHALT ROADWAY - 8153 SF
- 8 CONSTRUCT YARD DRAIN - 8 EA (SEE DETAIL SHEET 2B1)
- 9 REMOVE TREE - 4 EA
- 10 CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 4 EA (SEE STD DWGS RD335 & RD345)
- 11 CONSTRUCT CONC INLET TYPE G-2 - CONNECT TO EXISTING STORM MAIN TO THE SOUTH - 1 EA (SEE STD DWG RD364)
- 12 CONSTRUCT CONC INLET TYPE G-2 - 4 EA (SEE STD DWG RD364)
- 13 INSTALL STORM PIPE - CONNECT TO STORM MAINLINE (SEE DETAIL SHEET 2B)
- 14 REMOVE EXISTING STORM PIPE AND STRUCTURES - 241 FT STA 46+39 TO 48+80

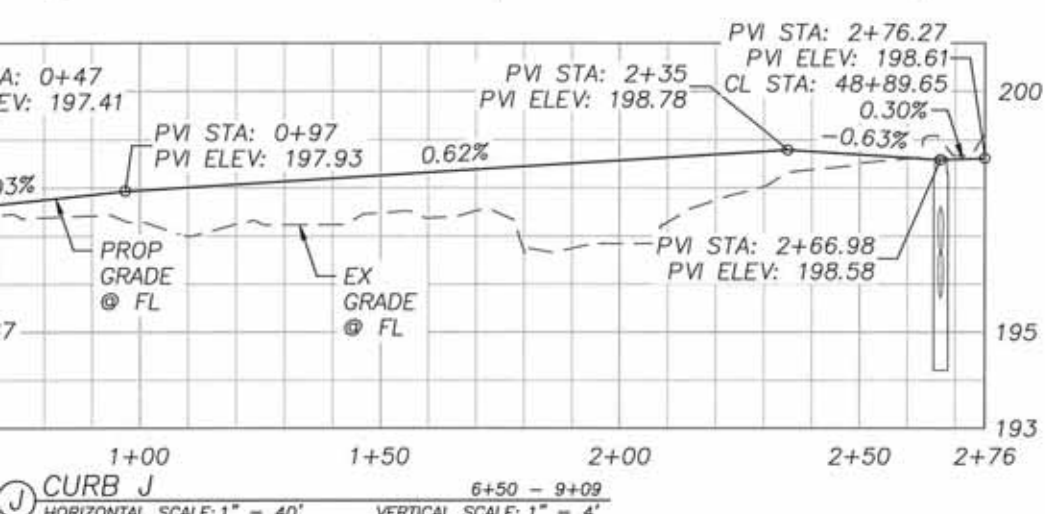
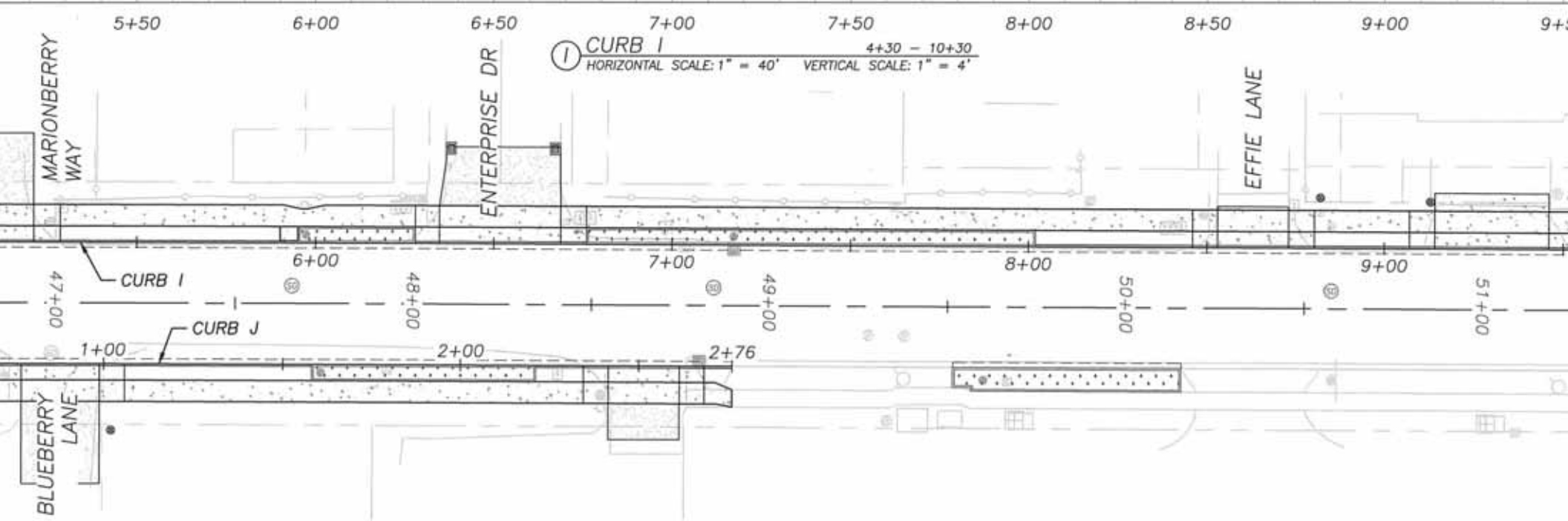
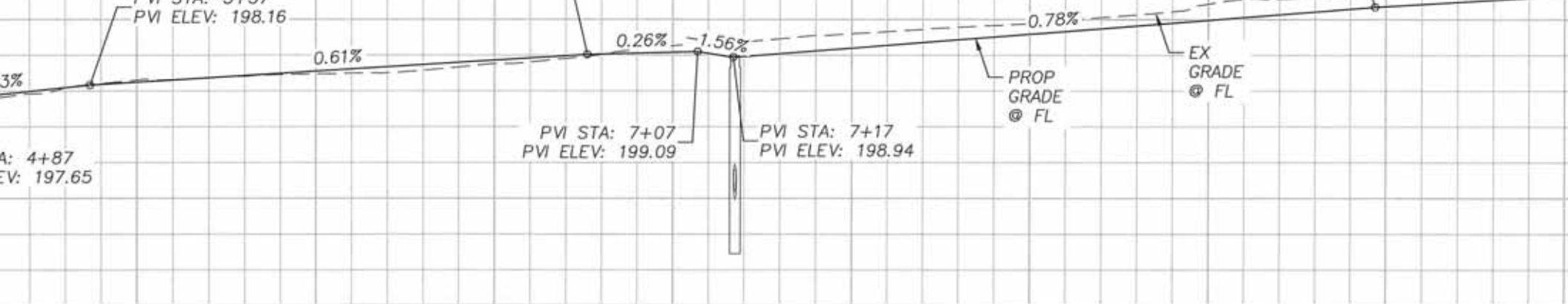
- 16 REMOVE ARBORVITAE AND VEGETATION WITHIN ROW
- 17 REMOVE FENCE WITHIN ROW STA 47+11 TO 48+03
- 18 REMOVE FENCE WITHIN ROW STA 46+99 TO 47+11
- 19 REMOVE FENCE WITHIN ROW STA 46+05 TO 46+79
- 20 REMOVE EXISTING CATCH BASIN, CONNECT EXISTING 6" PIPE (RUNNING EAST-WEST) TO NEW CATCH BASIN, CAP EXISTING 10" PIPE (RUNNING NORTH-SOUTH)
- 21 MINOR ADJUST MH TO GRADE - 2 EA
- 22 ADJUST BOX - 2 EA
- 23 REMOVE EXISTING CONC SIDEWALK RAMP, REPLACE CURBING WITH CURB & GUTTER
- 24 CONNECT NEW STORM PIPE TO EXISTING STORM PIPE

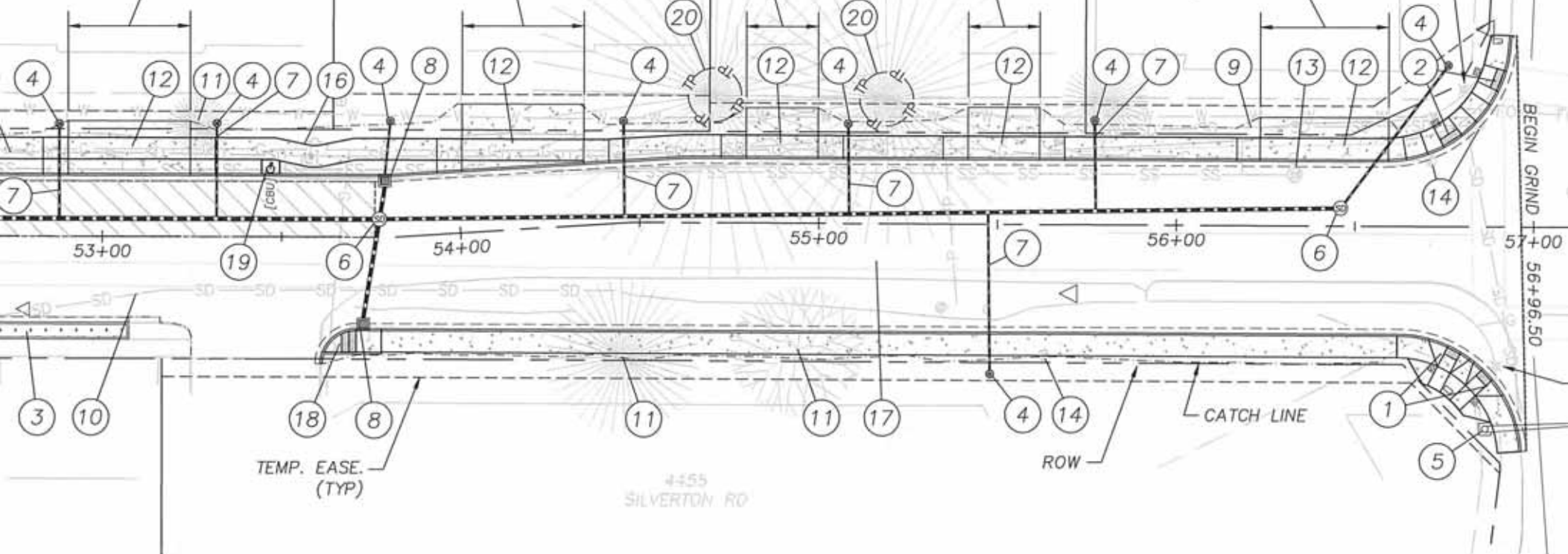
- 26 INSTALL 4" CONC DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 270 SF
- 27 INSTALL 4" ACP DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE - TOTAL AREA 1486 SF
- 28 CONNECT EXISTING 8" STORM PIPE (RUNNING EAST-WEST) TO NEW CATCH BASIN
- 29 SEE RESURFACING EXHIBIT ON SHEET R7 FOR GRINDING AND ACP LEVELING DEPTHS
- 30 ADJUST SIDEWALK WITH OR ALIGNMENT TO AVOID IMPACT BY POWER POLE, PROVIDE A MINIMUM SIDEWALK WIDTH OF 4 FEET
- 31 RELOCATE EXISTING MAILBOX ON NEW STEEL POST AND ANCHOR - 3 EA (SEE STD DWGS RD100 & RD101)



MAP





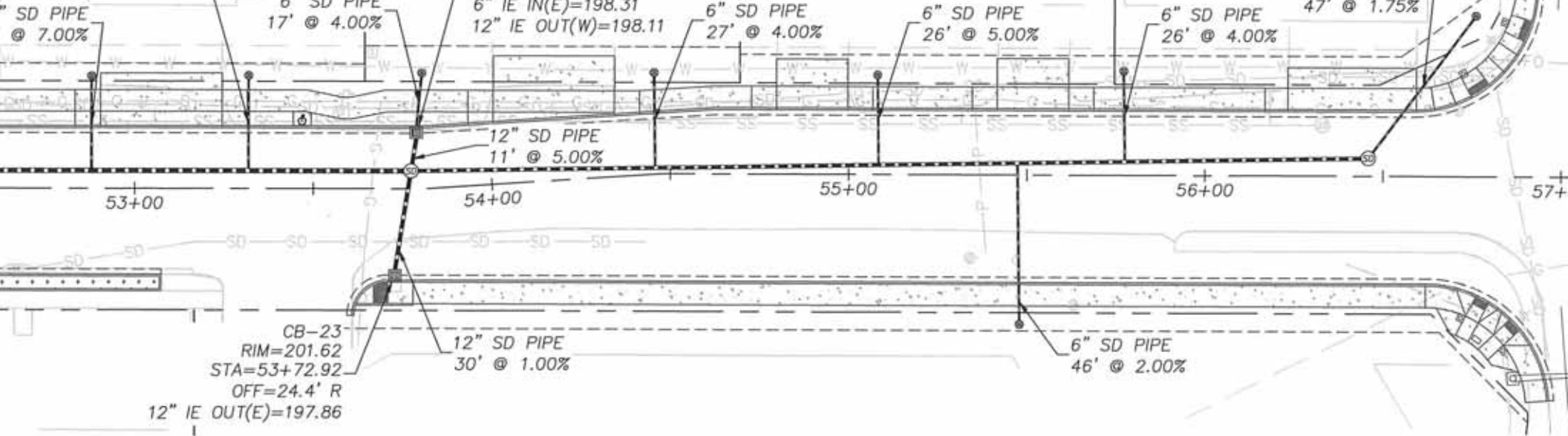


① 45TH AVENUE PLAN VIEW 52+00 - 57+30
SCALE: 1" = 40'

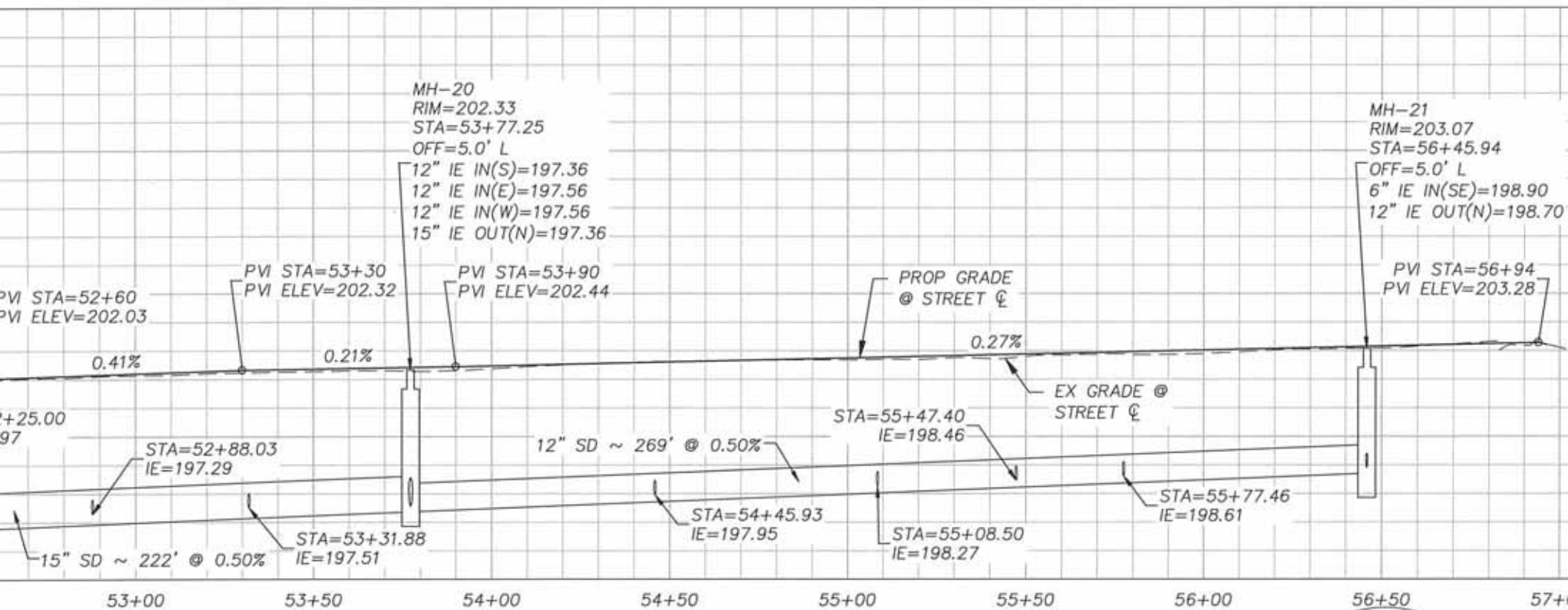
CONSTRUCTION NOTES:

- ① CONSTRUCT PERPENDICULAR CONC SIDEWALK RAMPS - 2 EA (SEE DETAIL SHEET 2C10)
- ② CONSTRUCT PARALLEL CONC SIDEWALK RAMPS - 2 EA (SEE DETAIL SHEET 2C10)
- ③ CONSTRUCT WATER QUALITY PLANTER STA 52+00.64 TO 53+06.98 L=106.32' W=3' (SEE DETAIL SHEET 2B)
- ④ CONSTRUCT YARD DRAIN - 9 EA (SEE DETAIL SHEET 2B1)
- ⑤ CONSTRUCT NEW CITY OF SALEM TSL3 SIGNAL MAST ARM POLE - 1 EA (SEE SIGNAL PLANS SHEETS TS1-TS5)
- ⑥ CONSTRUCT 48" FLAT TOP STORM SEWER MANHOLE - 2 EA (SEE STD DWGS RD335 & RD345)
- ⑦ INSTALL STORM PIPE - CONNECT TO STORM MAINLINE (SEE DETAIL SHEET 2B)
- ⑧ CONSTRUCT CONC INLET TYPE G-2 - 2 EA (SEE STD DWG RD364)
- ⑨ REMOVE EXISTING STORM PIPE - 481 FT STA 52+00 TO 56+81
- ⑩ REMOVE EXISTING STORM PIPE - 174 FT STA 52+68 TO 54+42
- ⑪ REMOVE TREE - 3 EA
- ⑫ CONSTRUCT CONC DRIVEWAY - SLOPE 1.5% FROM FLOWLINE TO BACK OF WALK (SEE STD DWG RD740, OPTION J)
- ⑬ MINOR ADJUST MH - 3 EA
- ⑭ ADJUST BOX - 3 EA
- ⑮ INSTALL 4" CONC DRIVEWAY APPROACH WITH 6" MINIMUM AGGREGATE BASE -
- ⑯ ADJUST SIDEWALK ALIGNMENT TO AVOID IMPACT BY POWER POLE
- ⑰ SEE RESURFACING EXHIBIT ON SHEET R8 FOR GRINDING AND ACP LEVELING DEPTHS
- ⑱ CONSTRUCT PERPENDICULAR CONC SIDEWALK RAMPS - 1 EA (SEE DETAIL SHEET 2C9)
- ⑲ REMOVE AND REINSTALL EXISTING CLUSTER MAILBOX, INSTALL CBU WITH ACCESS FACING SIDEWALK FOR ADA ACCESSABILITY - INSTALL ON CONCRETE PAD NOT TO EXCEED 1.5% CROSS-SLOPE IN EITHER DIRECTION - 1 EA
- ⑳ CONTRACTOR TO ERECT AND MAINTAIN TREE PROTECTION FENCING. EXCAVATION THAT OCCURS WITHIN ROOT ZONE SHALL BE COMPLETED USING HYDROEXCAVATION TECHNIQUES



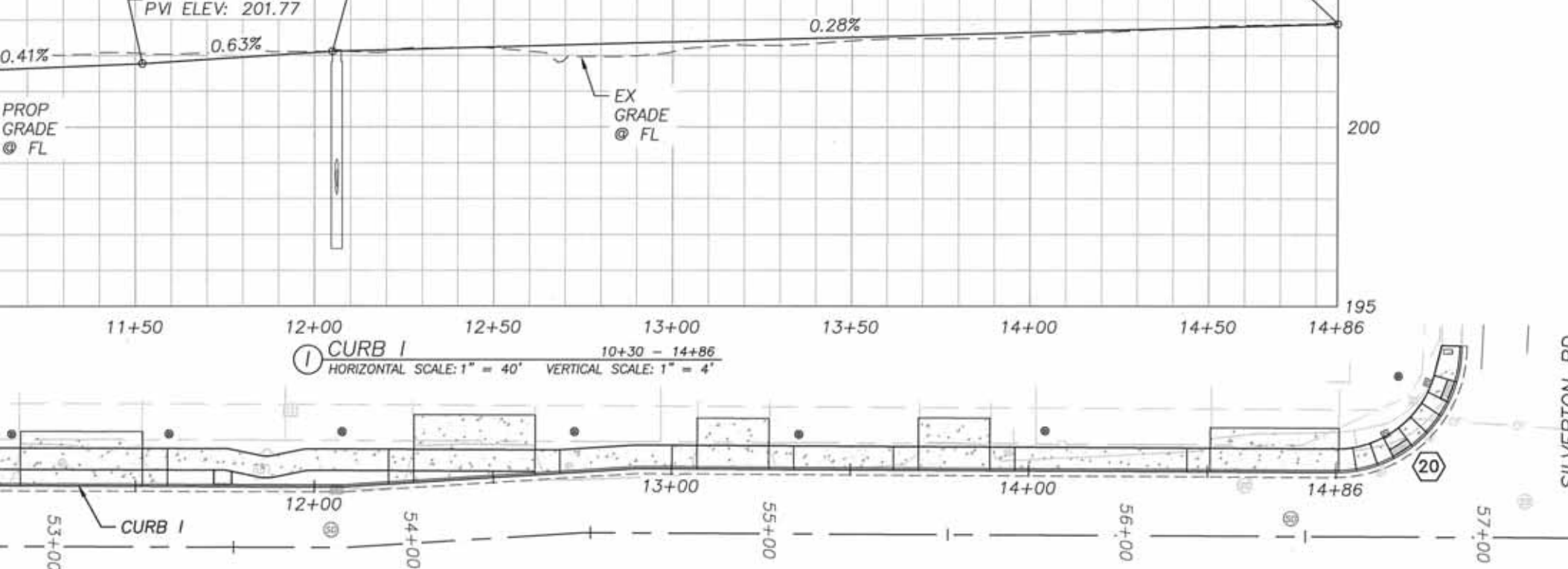


① 45TH AVENUE PLAN VIEW 52+00 - 57+30
SCALE: 1" = 40'



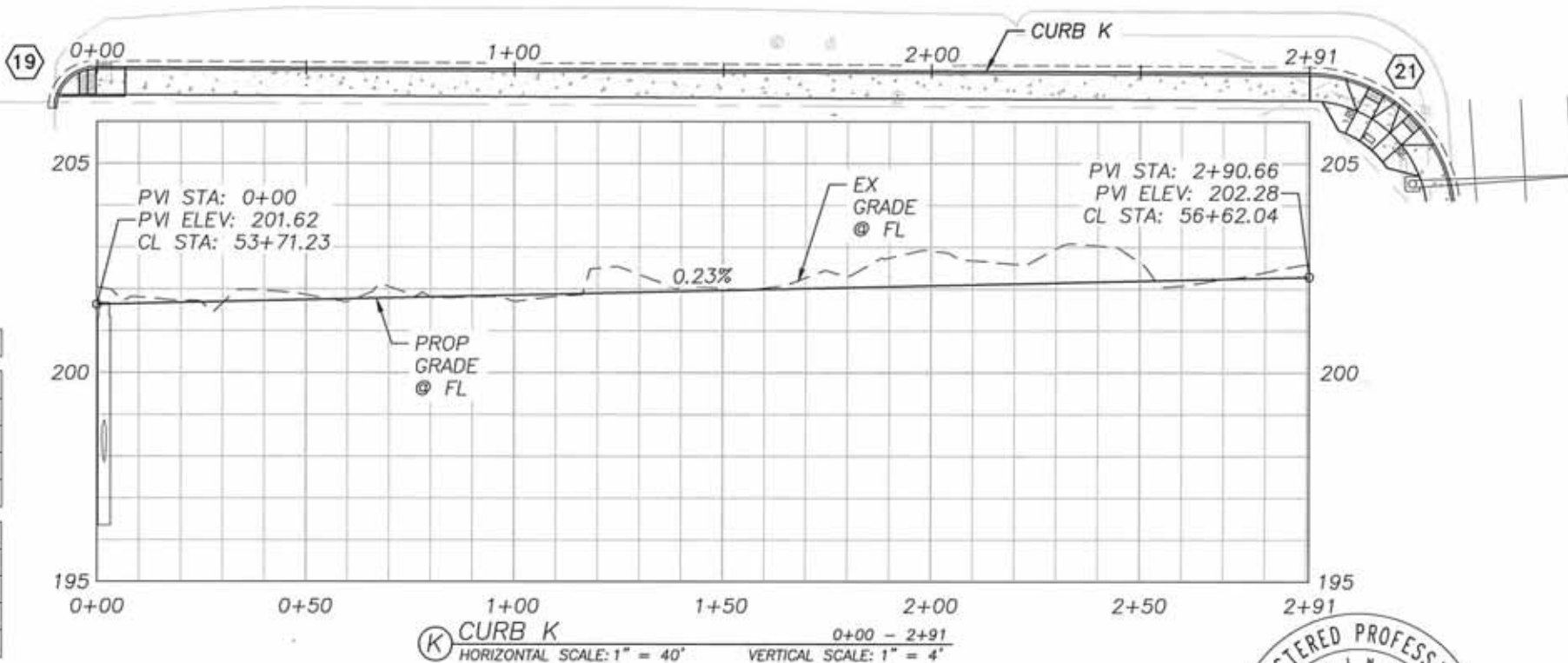
② 45TH AVENUE PROFILE VIEW 52+00 - 57+30
SCALE: 1" = 40' VERTICAL SCALE: 1" = 5'

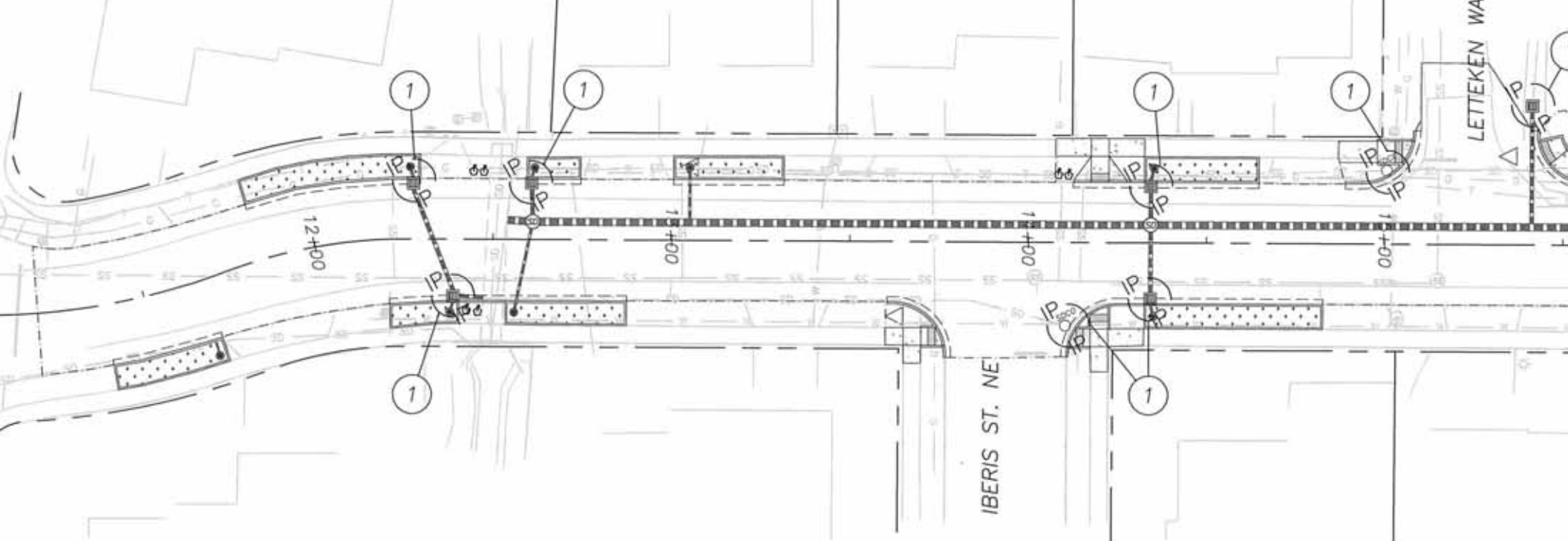




CURB NOTES

STATION	FL ELEV
56+60.93, 35.4' RT	201.58
L=3.90'	201.59
L=7.79'	201.60
L=11.69'	201.61
56+70.93, 25.5' RT	201.62
56+58.49, 18.0' LT	202.88
L=13.57'	203.00
L=27.15'	203.12
L=40.72'	203.24
56+93.48, 52.3' LT	203.37
56+62.04, 30.0' RT	202.28
L=13.12'	202.61
L=14.81'	202.65





① 45TH AVENUE PLAN VIEW 10+59 - 16+50
SCALE: 1" = 40'

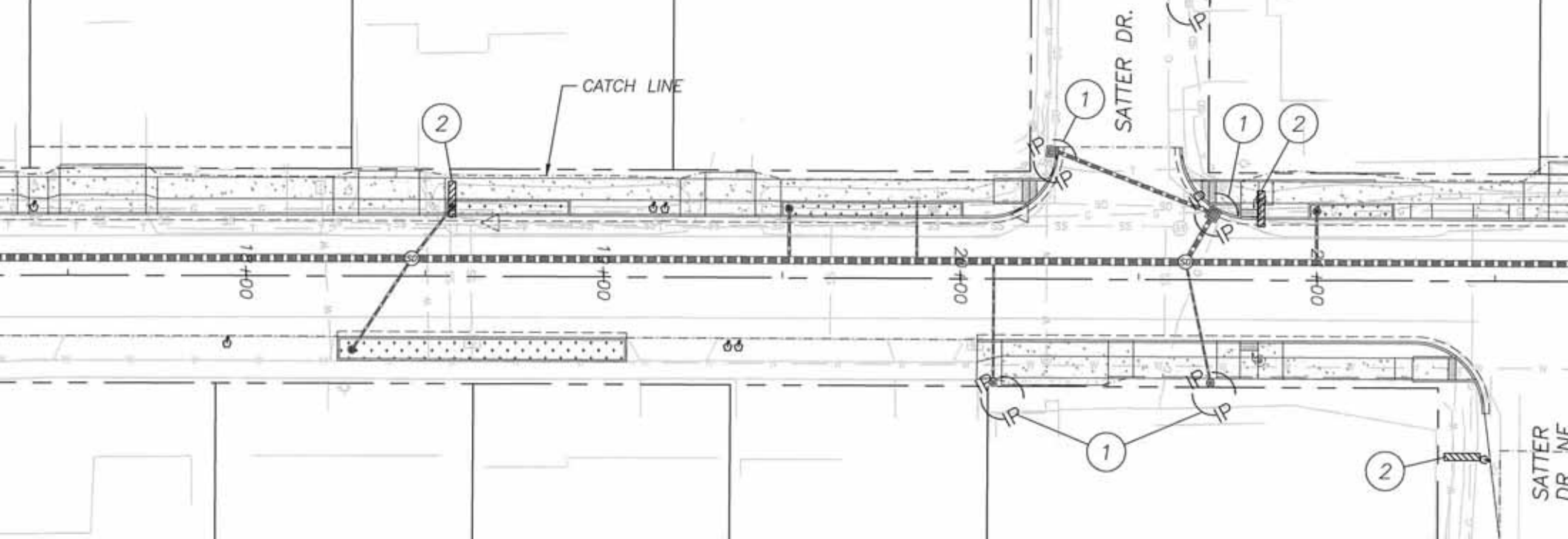
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 8 EA
(SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM
WITHIN EXISTING ROADSIDE DITCH PRIOR TO
START OF ADJACENT CONSTRUCTION. - 1 EA
(SEE STD. DWG. RD1006)
- ③ APPLY LAWN SEEDING MIX, BARK OR ROCK
MULCH TO DISTURBED AREA BEHIND WALK TO
MATCH ADJACENT LANDSCAPING.

USE EROSION CONTROL PLANS AND THE
REPLACEMENT, AND UPGRADING OF THESE
ABILITY OF THE CONTRACTOR UNTIL ALL
AND APPROVED.

OF THE EROSION CONTROL FACILITIES SHOWN
REQUIREMENTS OF SEC. 00280,
SPECIFICATIONS. THIS PLAN MUST BE
ON WITH ALL CLEARING AND GRADING
UCH A MANNER AS TO INSURE THAT
DEN WATER DOES NOT ENTER THE DRAINAGE
TE APPLICABLE WATER STANDARDS.
ITIES SHOWN ON THIS PLAN ARE THE





① 45TH AVENUE PLAN VIEW 16+50 - 22+50
SCALE: 1" = 40'

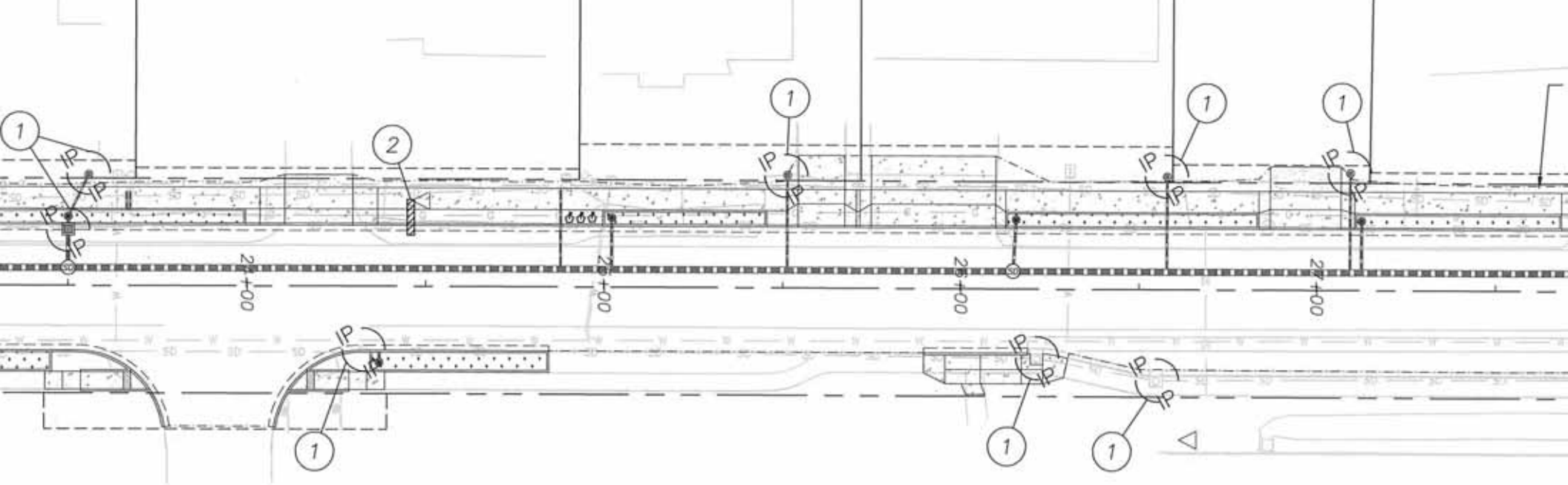
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 8 EA
(SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM
WITHIN EXISTING ROADSIDE DITCH PRIOR TO
START OF ADJACENT CONSTRUCTION. - 3 EA
(SEE STD. DWG. RD1006)
- ③ APPLY LAWN SEEDING MIX, BARK OR ROCK
MULCH TO DISTURBED AREA BEHIND WALK TO
MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE
REPLACEMENT, AND UPGRADING OF THESE
FACILITIES OF THE CONTRACTOR UNTIL ALL
ARE COMPLETED AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN
ON THIS PLAN MUST BE IN ACCORDANCE WITH
THE REQUIREMENTS OF SEC. 00280,
MUNICIPALITY OF DENVER. THIS PLAN MUST BE
SUBMITTED WITH ALL CLEARING AND GRADING
PERMITS IN A MANNER AS TO INSURE THAT
NO EROSION CONTROL WATER DOES NOT ENTER THE DRAINAGE
SYSTEM. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE





① 45TH AVENUE PLAN VIEW 22+50 - 28+50
SCALE: 1" = 40'

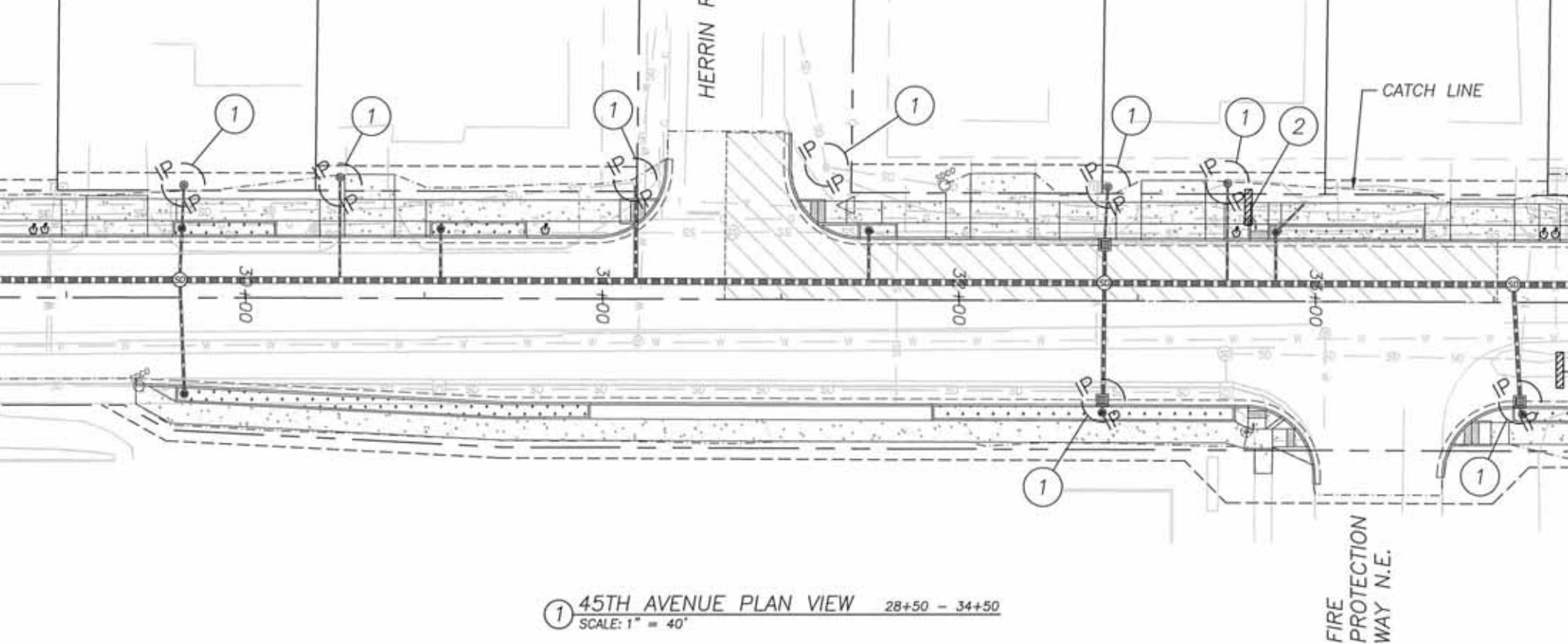
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 11 EA
(SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM
WITHIN EXISTING ROADSIDE DITCH PRIOR TO
START OF ADJACENT CONSTRUCTION. - 1 EA
(SEE STD. DWG. RD1006)
- 3 APPLY LAWN SEEDING MIX, BARK OR ROCK
MULCH TO DISTURBED AREA BEHIND WALK TO
MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE
REPLACEMENT, AND UPGRADING OF THESE
ABILITY OF THE CONTRACTOR UNTIL ALL
AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN
REQUIREMENTS OF SEC. 00280,
SPECIFICATIONS. THIS PLAN MUST BE
IN WITH ALL CLEARING AND GRADING
IN A MANNER AS TO INSURE THAT
NO WATER DOES NOT ENTER THE DRAINAGE
THE APPLICABLE WATER STANDARDS.
FACILITIES SHOWN ON THIS PLAN ARE THE





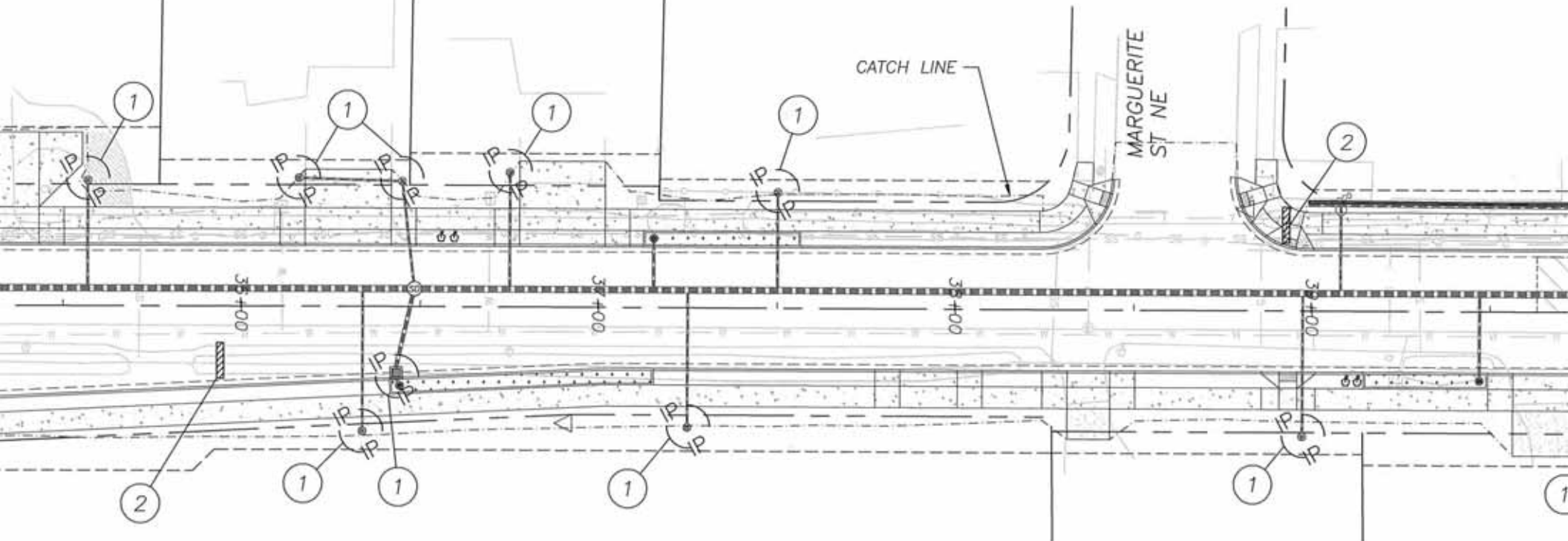
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 9 EA (SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM WITHIN EXISTING ROADSIDE DITCH PRIOR TO START OF ADJACENT CONSTRUCTION. - 2 EA (SEE STD. DWG. RD1006)
- ③ APPLY LAWN SEEDING MIX, BARK OR ROCK MULCH TO DISTURBED AREA BEHIND WALK TO MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE REPLACEMENT, AND UPGRADING OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL ARE COMPLETED AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF SEC. 00280, MINN. STAT. AND SPECIFICATIONS. THIS PLAN MUST BE REVIEWED AND APPROVED BY THE ENGINEER WITH ALL CLEARING AND GRADING BEFORE CONSTRUCTION. IN SUCH A MANNER AS TO INSURE THAT EROSION CONTROL MEASURES ARE IN PLACE WHEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE





① 45TH AVENUE PLAN VIEW 34+50 - 40+50
SCALE: 1" = 40'

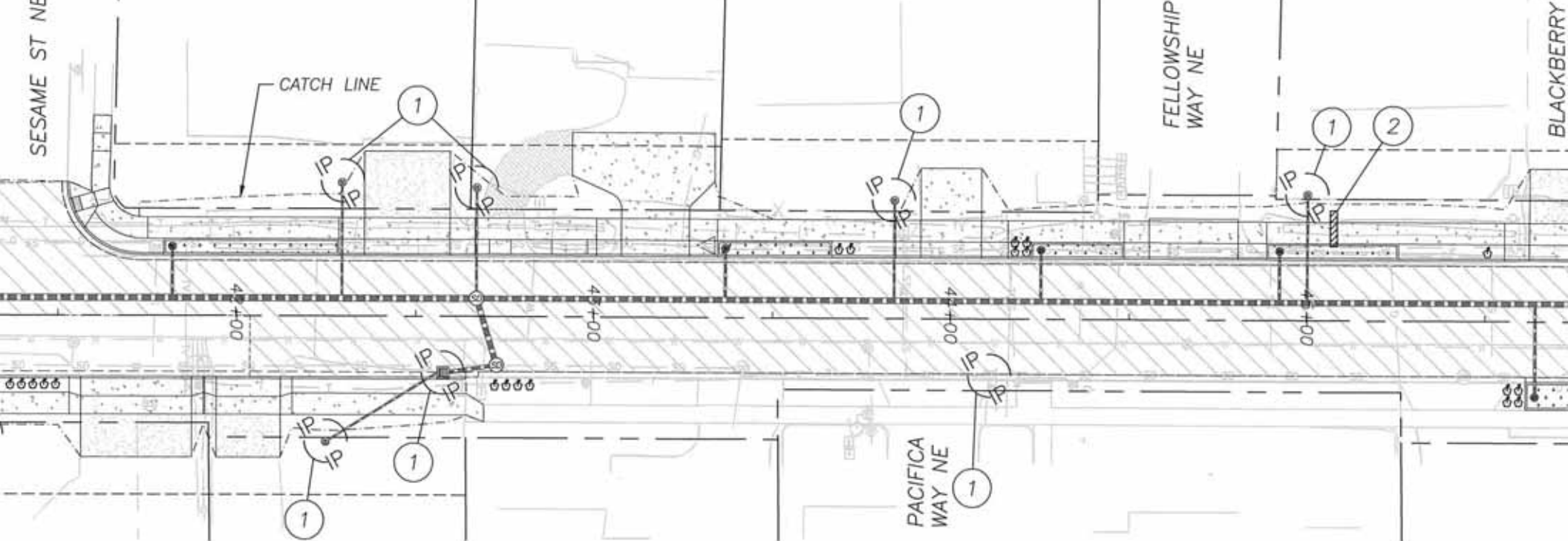
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 15 EA (SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM WITHIN EXISTING ROADSIDE DITCH PRIOR TO START OF ADJACENT CONSTRUCTION. - 2 EA (SEE STD. DWG. RD1006)
- 3 APPLY LAWN SEEDING MIX, BARK OR ROCK MULCH TO DISTURBED AREA BEHIND WALK TO MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE REPLACEMENT, AND UPGRADING OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL ARE COMPLETED AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF SEC. 00280, STANDARD SPECIFICATIONS FOR CONSTRUCTION. THIS PLAN MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ANY CLEARING AND GRADING. SUCH A MANNER AS TO INSURE THAT NO EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE





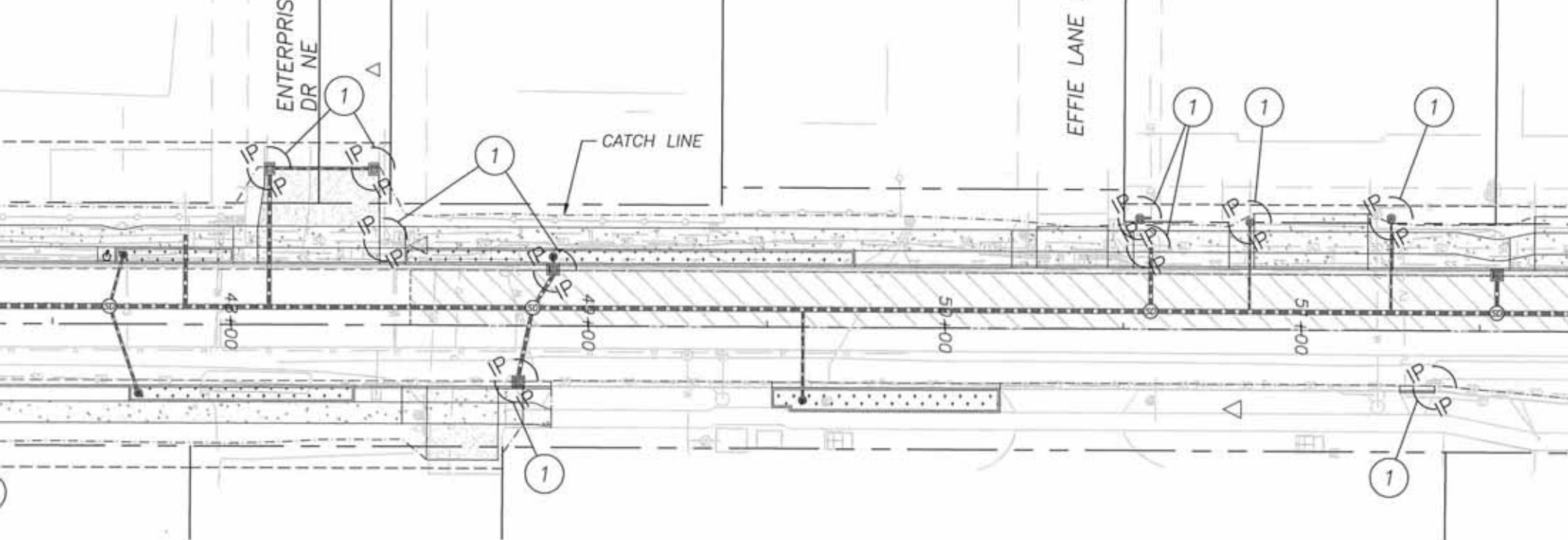
① 45TH AVENUE PLAN VIEW 40+50 - 46+50
SCALE: 1" = 40'

EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 10 EA (SEE STD. DWG. RD1015)
- ② CONST. 8" DIAMETER TYPE 2 CHECK DAM WITHIN EXISTING ROADSIDE DITCH PRIOR TO START OF ADJACENT CONSTRUCTION. - 1 EA (SEE STD. DWG. RD1006)
- ③ APPLY LAWN SEEDING MIX, BARK OR ROCK MULCH TO DISTURBED AREA BEHIND WALK TO MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE REPLACEMENT, AND UPGRADING OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL ARE COMPLETED AND APPROVED. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF SEC. 00280, STANDARD SPECIFICATIONS. THIS PLAN MUST BE REVIEWED AND APPROVED BY THE ENGINEER WITH ALL CLEARING AND GRADING BEFORE CONSTRUCTION. SUCH A MANNER AS TO INSURE THAT NO EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE





① 45TH AVENUE PLAN VIEW 46+50 - 52+50
SCALE: 1" = 40'

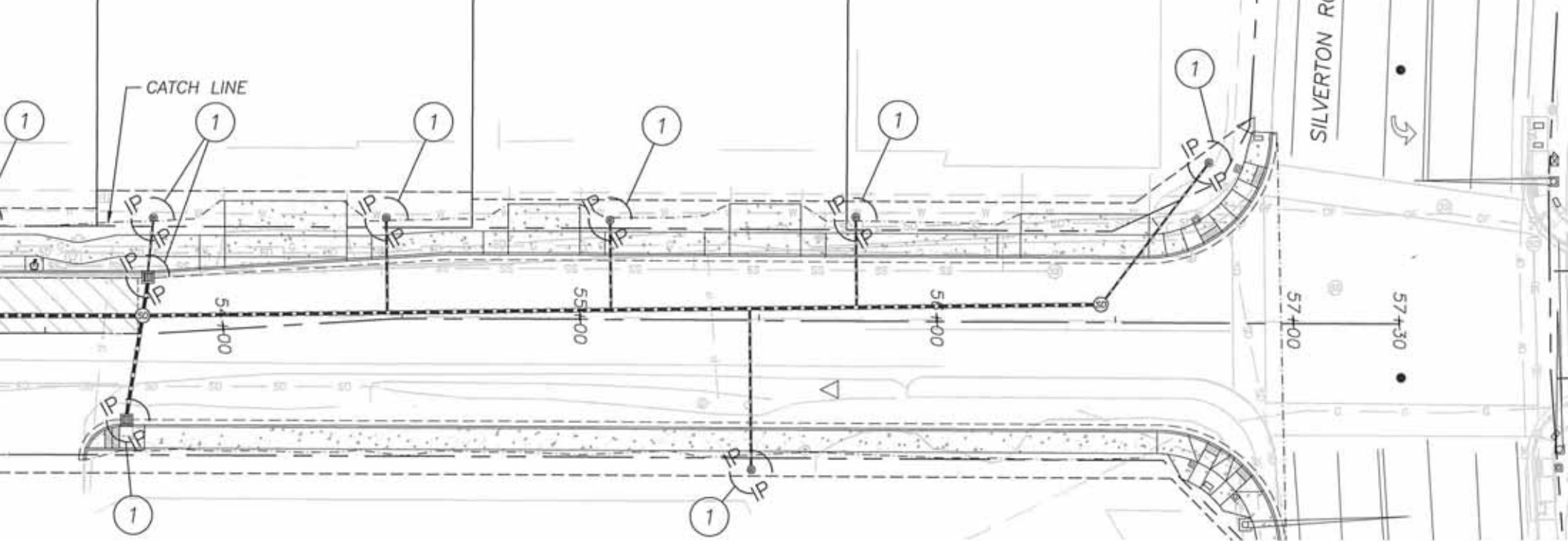
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 14 EA
(SEE STD. DWG. RD1015)
- 2 APPLY LAWN SEEDING MIX, BARK OR ROCK
MULCH TO DISTURBED AREA BEHIND WALK TO
MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE
REPLACEMENT, AND UPGRADING OF THESE
ABILITY OF THE CONTRACTOR UNTIL ALL
AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN
REQUIREMENTS OF SEC. 00280,
SPECIFICATIONS. THIS PLAN MUST BE
IN WITH ALL CLEARING AND GRADING
IN SUCH A MANNER AS TO INSURE THAT
NO RUNOFF WATER DOES NOT ENTER THE DRAINAGE
THE APPLICABLE WATER STANDARDS.
FACILITIES SHOWN ON THIS PLAN ARE THE





① 45TH AVENUE PLAN VIEW 52+50 - 57+30
SCALE: 1" = 40'

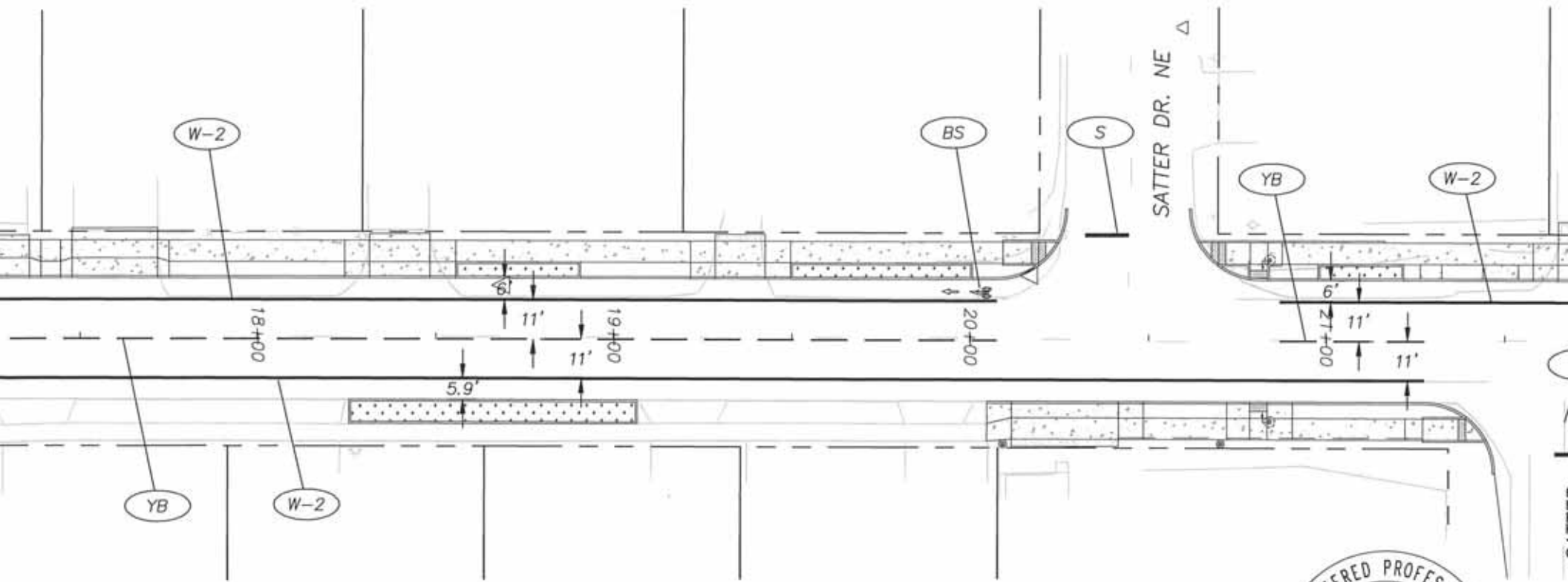
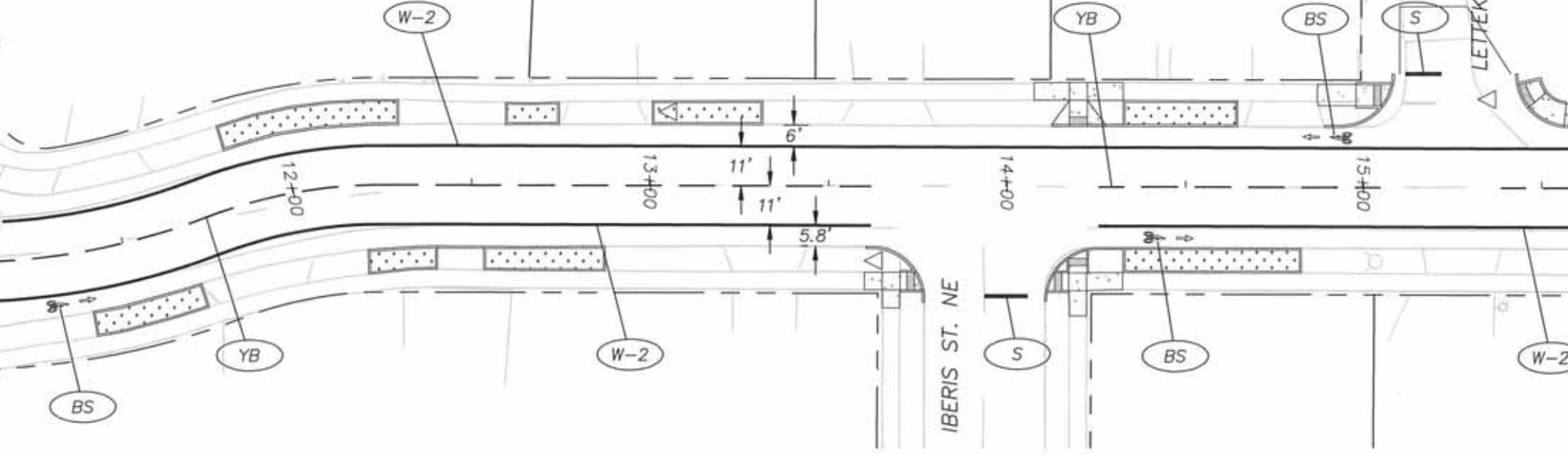
EROSION CONTROL NOTES:

- ① CONST. INLET PROTECTION, TYPE 4 - 10 EA
(SEE STD. DWG. RD1015)
- 2 APPLY LAWN SEEDING MIX, BARK OR ROCK
MULCH TO DISTURBED AREA BEHIND WALK TO
MATCH ADJACENT LANDSCAPING.

THE EROSION CONTROL PLANS AND THE
REPLACEMENT, AND UPGRADING OF THESE
ABILITY OF THE CONTRACTOR UNTIL ALL
AND APPROVED.

THE EROSION CONTROL FACILITIES SHOWN
REQUIREMENTS OF SEC. 00280,
SPECIFICATIONS. THIS PLAN MUST BE
IN WITH ALL CLEARING AND GRADING
IN A MANNER AS TO INSURE THAT
IN WATER DOES NOT ENTER THE DRAINAGE
APPLICABLE WATER STANDARDS.
IES SHOWN ON THIS PLAN ARE THE





STRIPING NOTES

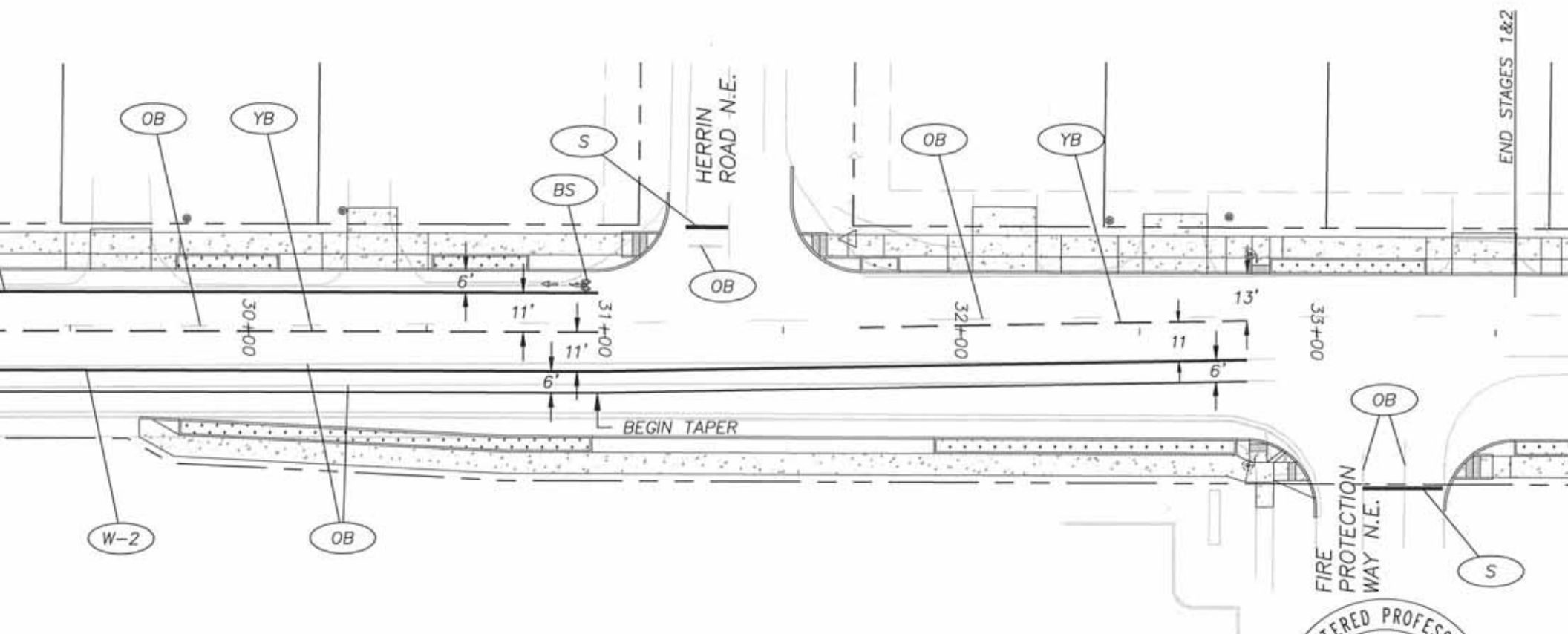
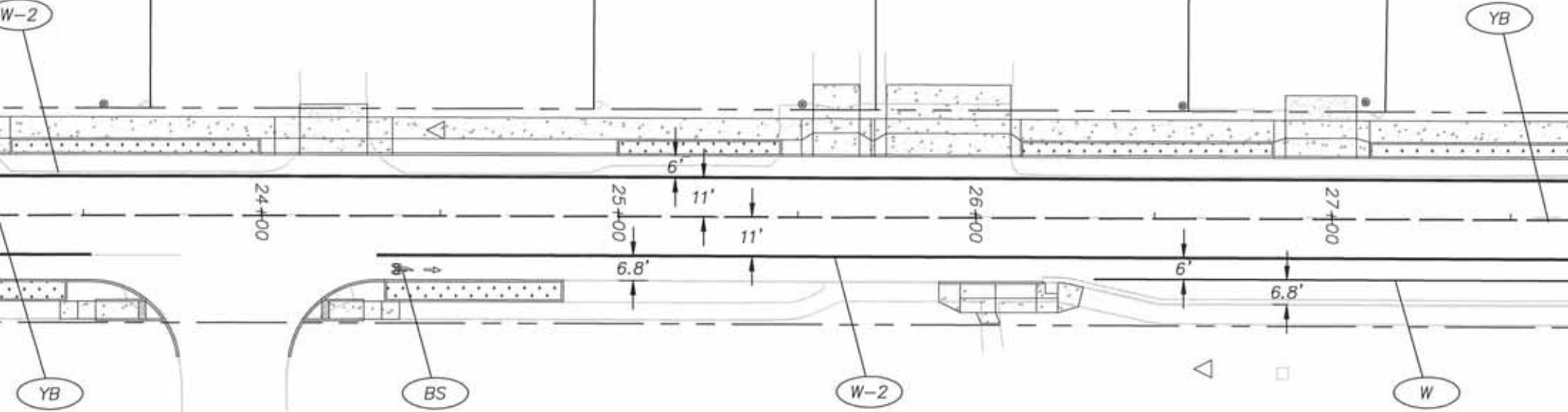
ALL STRIPING SHALL BE PAINTED OR DURABLE MATERIAL

(S) INSTALL 1' STOP BAR

(BS) INSTALL BICYCLE FACILITY MARKINGS,



MAP



STRIPING NOTES

ALL STRIPING MAY BE PAINTED OR DURABLE MATERIAL

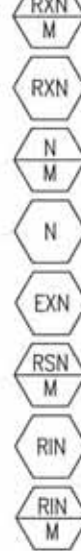
(S) INSTALL 1' STOP BAR

(BS) INSTALL BICYCLE FACILITY MARKINGS,



MAP

STANDARD 1' CROSSWALK MARKINGS,
 GGERED CONTINENTAL CROSSWALK 2'
 BLE NO-PASS TWO 4" YELLOW
 TE STANDARD LEFT TURN ARROW
 PE B
 TE LEFT TURN STRAIGHT ARROW
 PE B
 TE STANDARD RIGHT TURN
 BOL, TYPE B
 STOP BAR
 WHITE LINE
 WHITE LINE
 WHITE DOTTED LINE
 ROW DOUBLE YELLOW POSITIONING
 CTORS WITH TWO 4" YELLOW LINES
 -PASS LEFT POSITIONING GUIDE
 WITH 4" YELLOW LINES
 -PASS RIGHT POSITIONING GUIDE
 WITH 4" YELLOW LINES
 LOW BROKEN LINE SUPPLEMENTATION
 WITH 4" YELLOW BROKEN LINE
 EXISTING STRIPING



REMOVE EXISTING SIGN (N) AND (M) SIGN SUPPORT
 REMOVE EXISTING SIGN (N)
 INSTALL NEW SIGN (N) AND (M) SIGN SUPPORT
 INSTALL NEW SIGN (N)
 MAINTAIN AND PROTECT EXISTING SIGN (N) AND
 SUPPORT
 REMOVE AND SAVE EXISTING SIGN (N) AND REMOVE
 (M) SIGN SUPPORT
 REINSTALL EXISTING SIGN (N)
 REINSTALL EXISTING SIGN (N) ON NEW (M) SIGN
 SUPPORT

N = SIGN NUMBER
 M = MATERIAL

MATERIAL OPTIONS ARE:
 W = WOOD
 S = STEEL

1. ALL LONGITUDINAL PAVEMENT MARKINGS SHALL BE REMOVED AND PERMANENT PAVEMENT STRIPING.
2. ALL PAVEMENT LEGENDS AND TRANSVERSE MARKINGS SHALL BE REMOVED AND PRE MARK VISIGRIP, 120 MIL THICK, MARKINGS (BS) SHALL BE APPLIED.
3. ALL PAVEMENT MARKING REMOVAL SHALL BE DONE BY THE HYDRO-BLASTING METHOD.
4. SIGNS NOT SHOWN ARE TO REMAIN UNLESS OTHERWISE SPECIFIED BY THE ENGINEER.
5. THE LOCATIONS OF SIGN INSTALLATION SHALL BE APPROXIMATE WITH EXACT LOCATION FIELD.





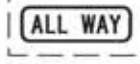
Sign No. 2
1



Sign No. 3
R1-1



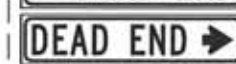
Sign No. 4
R1-1



Sign No. 5
R1-3p



Sign No. 6
W14-1



Sign No. 7 L (left)
Sign No. 7 R (right)
W14-1a



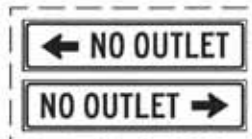
Sign No. 8 L (left)
Sign No. 8 R (right)
W14-1a



Sign No. 9
R7 Series



Sign No. 13
Custom Cherriots



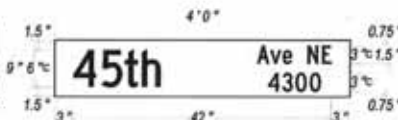
Sign No. 14 L (left)
Sign No. 14 R (right)
W14-2a



Sign No. 15 T (top)
Sign No. 15 B (bottom)
Custom Marion County



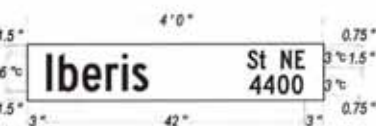
Sign No. 16



Sign No. 17



Sign No. 18



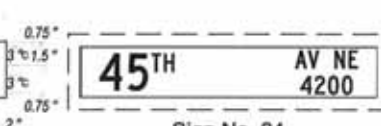
Sign No. 21



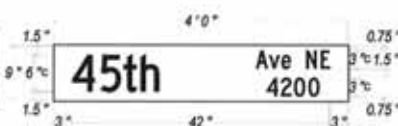
Sign No. 22



Sign No. 23



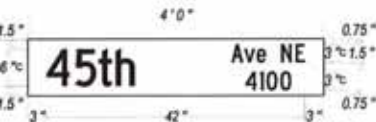
Sign No. 24



Sign No. 25



Sign No. 26



Sign No. 29



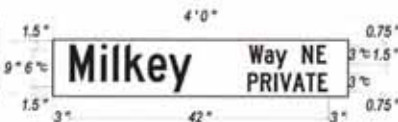
Sign No. 30



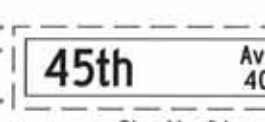
Sign No. 31



Sign No. 32



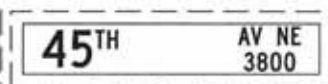
Sign No. 33



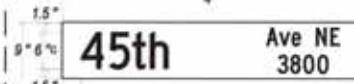
Sign No. 34



Sign No. 36



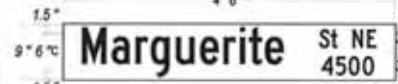
Sign No. 37



Sign No. 38



Sign No. 39



Sign No. 40



Sign No. 41



Sign No. 43

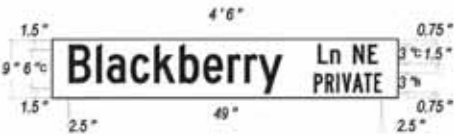
Sign No. 44

Sign No. 45

Sign No. 46

Sign No. 47

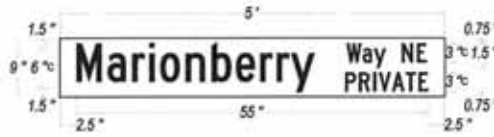
2"



Sign No. 50



Sign No. 51



Sign No. 52



Sign No. 53



Sign No. 54



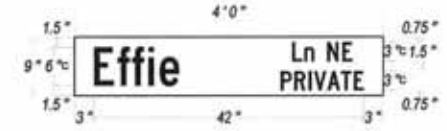
Sign No. 56



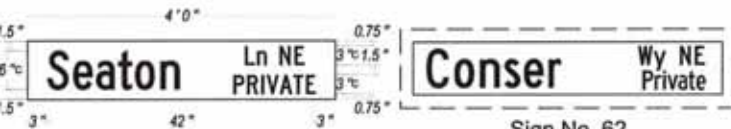
Sign No. 57



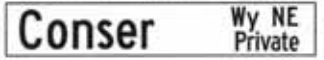
Sign No. 58



Sign No. 59



Sign No. 61



Sign No. 62



Sign No. 63
W11-2



Sign No. 64
W16-9P

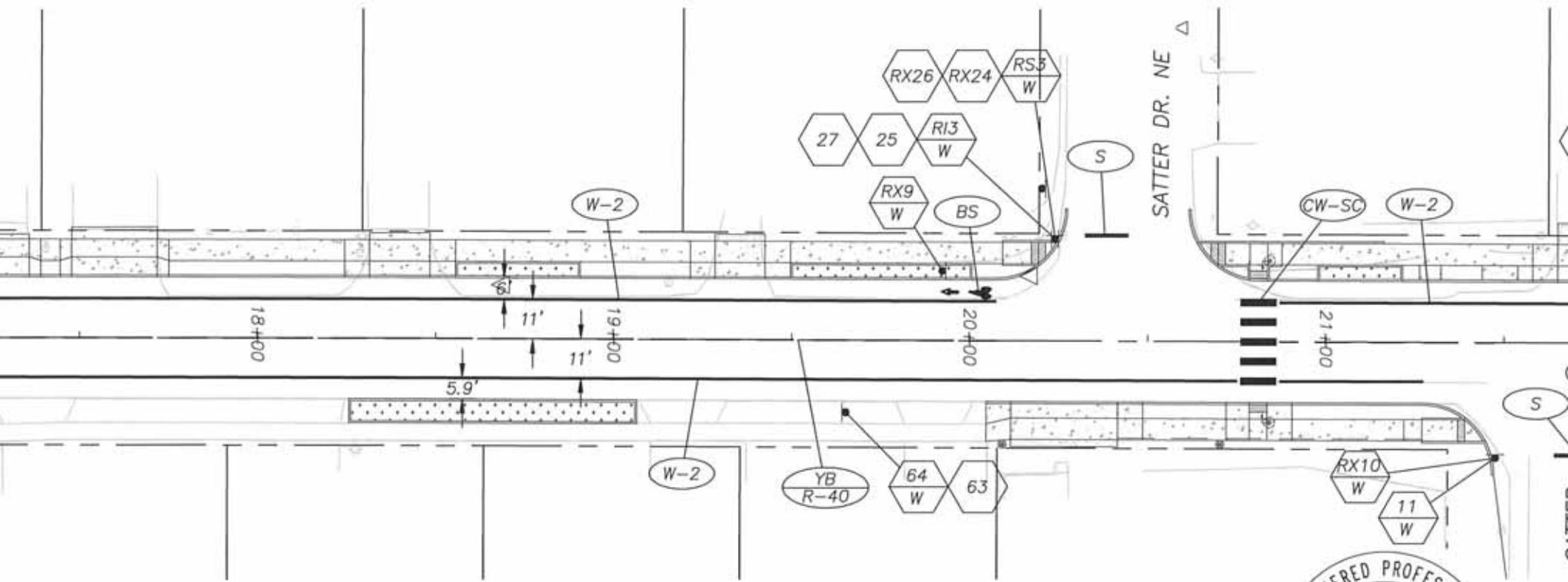
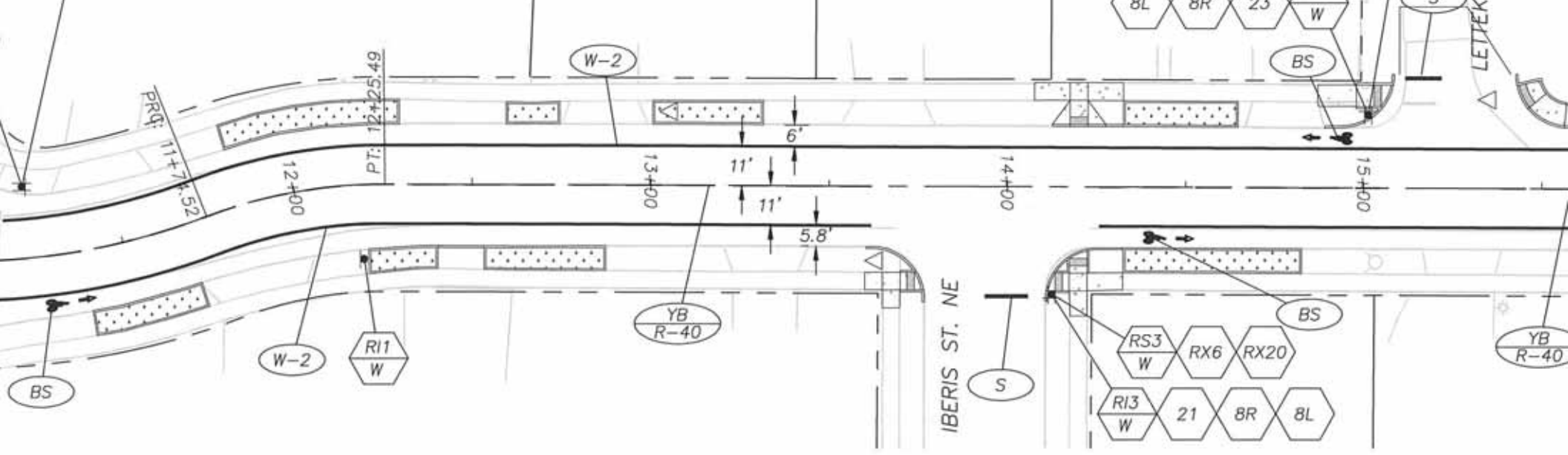


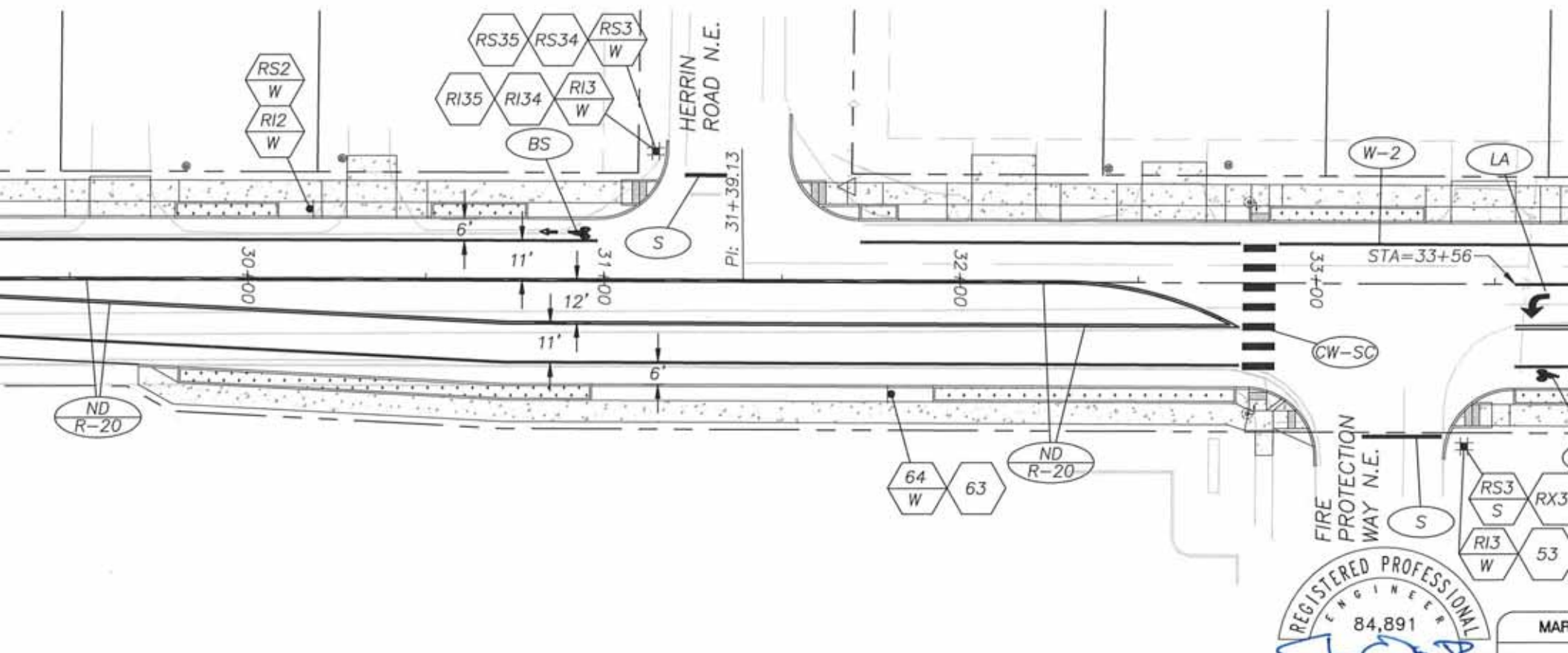
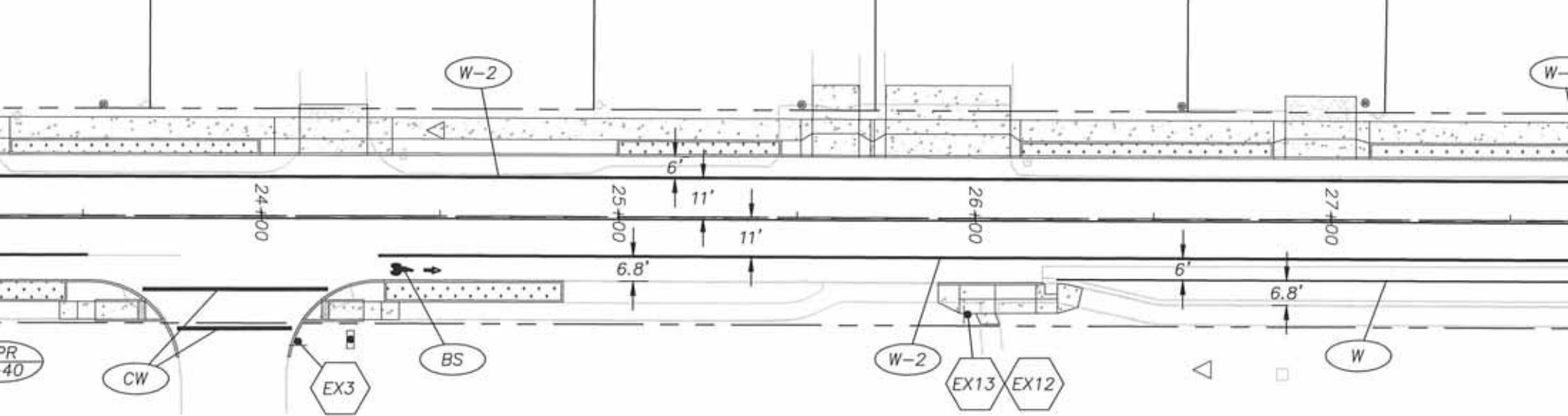
Sign No. 65
R4-4

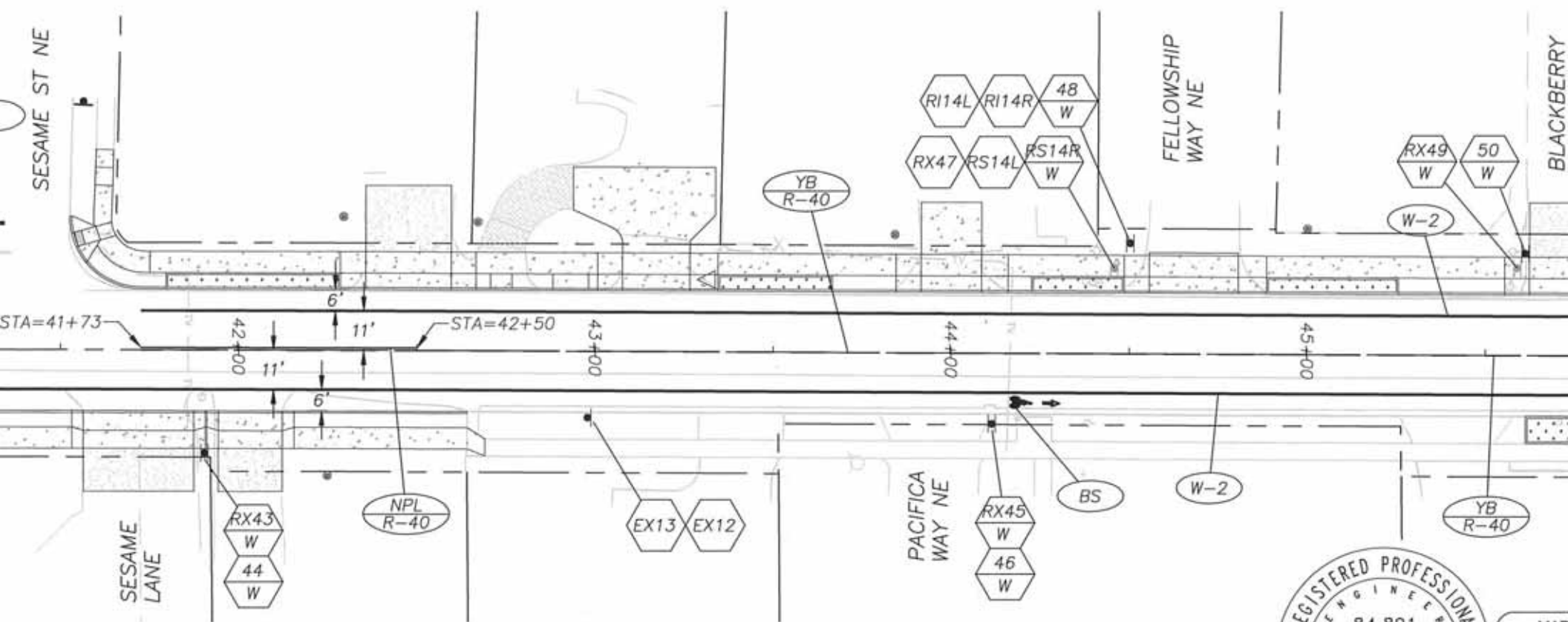
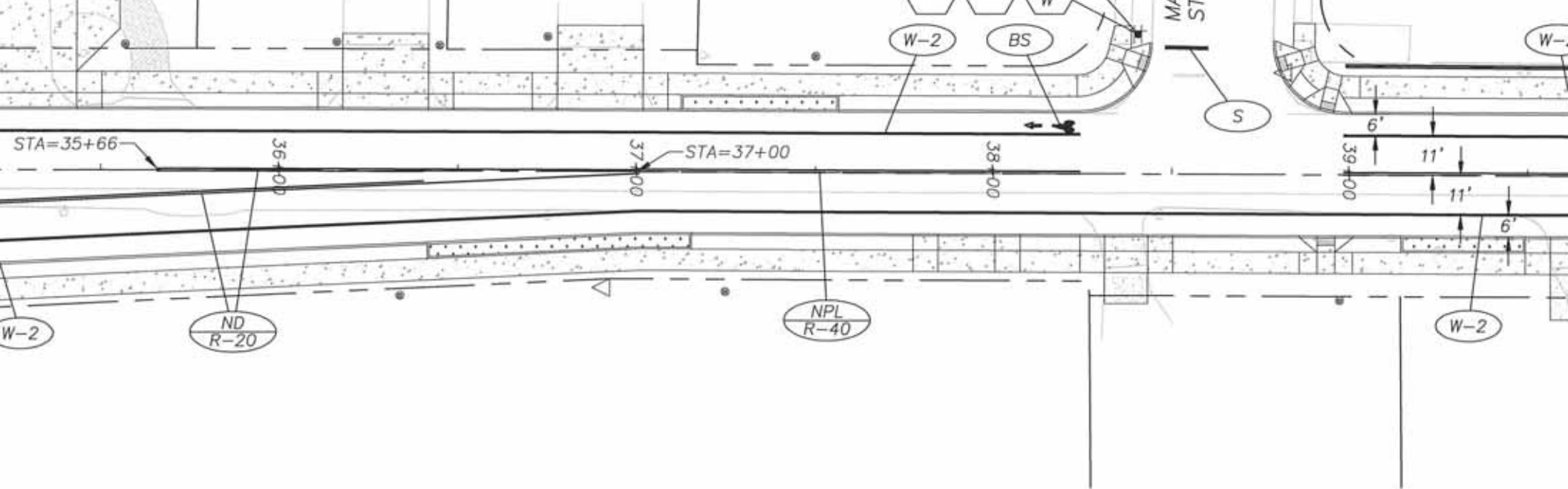
IGN

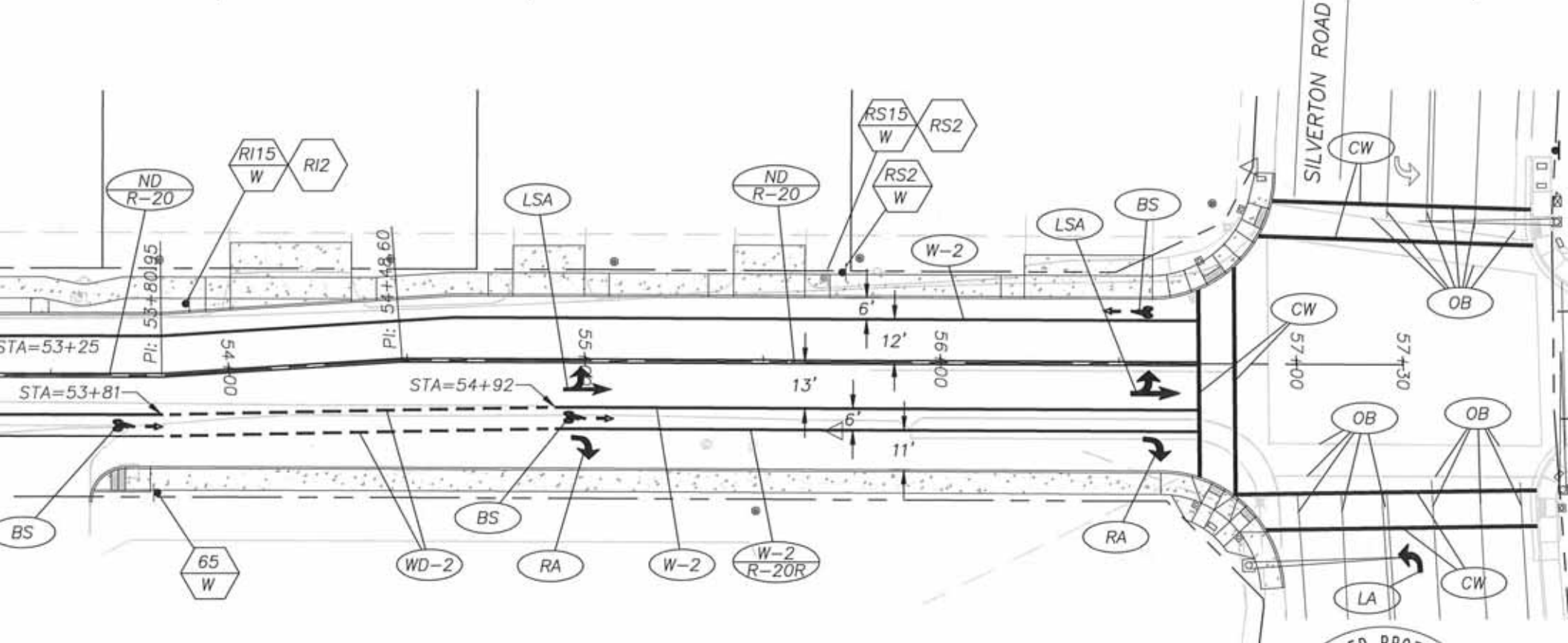
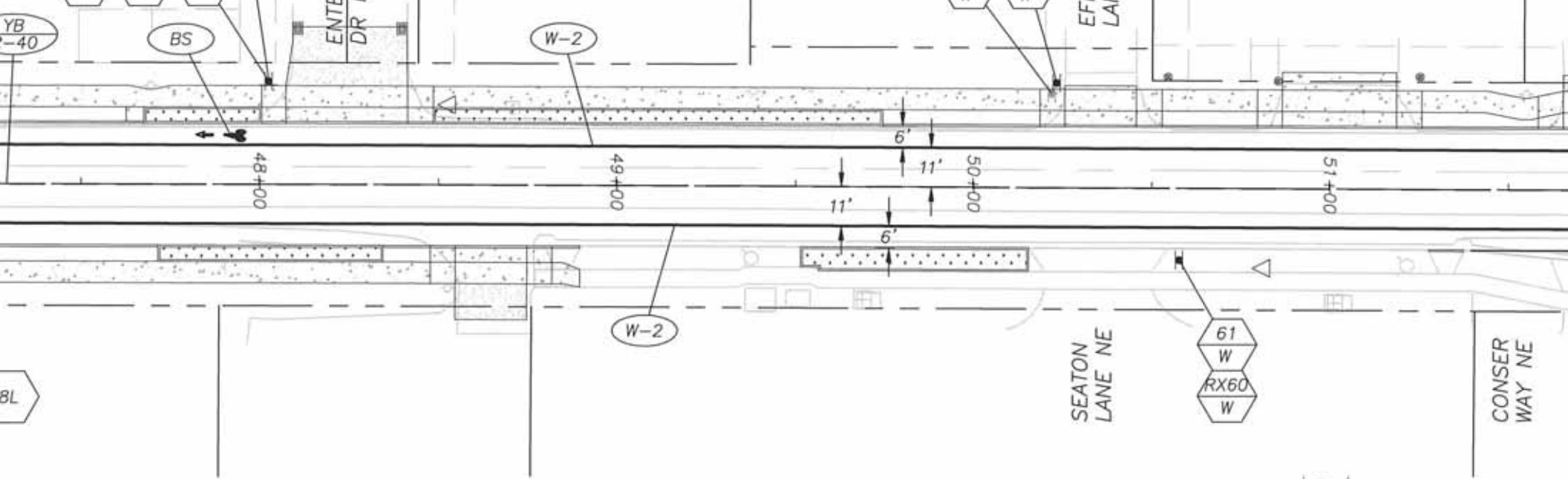


MARI









WIDTH	HEIGHT	1/2"	3/8"	5/8"	3/4"	1 1/2"	1 7/8"	3"			PLYWOOD	SHEET ALUMINUM	EXTRUDED ALUMINUM	ASTM TYPE III OR TYPE	ASTM TYPE IX	ASTM TYPE III OR TYPE	ASTM TYPE IX	NON-REFLECTIVE	PERMANENT	REMOVABLE		WOOD POST	SQUARE TUBE SIGN SU	ROUND PIPE	MULTI-POST BREAKAWAY	ROUTE MARKER FRAME	ROUTE MARKER PO	MILEPOST MARKER PO	(BASED ON ESTIMATED LENGTH)	(MUST BE FIELD VERIFIED)			TM 600 & 601	TM 602	TM 635	TM 670	TM 675	TM 676 & 206	TM 677 & 679	TM 678	TM 680	TM 681, 687, & 688	TM 200 & 201	TM 223	TM 221 & 222							
48"	9"										✓		G			SW			✓		19, 3, 5													TM 600 & 601						✓								Mount 2 signs back to back above Sign No. 19, Sign No. 3				
48"	9"										✓		G			SW			✓		17, 3, 5																		✓									Mount 2 signs back to back below Sign No. 17 and above S				
30"	30"				✓					EXIST	✓		R			SW			✓		17, 19, 5																		✓									Mount below Sign No. 17 and Sign No. 19 and above Sign N				
18"	6"	✓				✓				EXIST	✓		R			SW			✓		17, 19, 3	✓							4" x 6"	16'			5'				✓		✓									Mount below Sign No. 17, Sign No. 19 and Sign No. 3				
30"	36"				✓		✓			EXIST	✓		SW					BK	✓				✓						4" x 4"	14'			4'				✓		✓													
36"	8"		✓			✓					✓		Y					BK	✓		8 R, 21, 3																		✓									Mount back to back with Sign No. 8 R above Sign No. 21 ar				
36"	8"		✓			✓					✓		Y					BK	✓		8 L, 21, 3																		✓									Mount back to back with Sign No. 8 L above Sign No. 21 an				
48"	9"										✓		G			SW			✓		8 L, 8 R, 3																		✓									Mount 2 signs back to back below Sign No. 8 L back to back				
30"	30"				✓					EXIST	✓		R			SW			✓		8 L, 8 R, 3	✓							4" x 6"	16'			5'				✓		✓									Mount below Sign No. 8 L back to back with Sign No. 8 R ar				
36"	8"		✓			✓					✓		Y					BK	✓		8 R, 23, 3																		✓									Mount back to back with Sign No. 8 R above Sign No. 23 ar				
36"	8"		✓			✓					✓		Y					BK	✓		8 L, 23, 3																		✓									Mount back to back with Sign No. 8 L above Sign No. 23 an				
48"	9"										✓		G			SW			✓		8 L, 8 R, 3																		✓									Mount 2 signs back to back below Sign No. 8 L back to back				
30"	30"				✓					EXIST	✓		R			SW			✓		8 L, 8 R, 23	✓							4" x 6"	16'			5'				✓		✓										Mount below Sign No. 8 L back to back with Sign No. 8 R ar			
36"	36"		✓			✓					✓		Y					BK	✓		64																			✓									Mount above Sign No. 64			
30"	18"		✓			✓					✓		Y					BK	✓		63	✓							4" x 6"	18'			5'				✓		✓										Mount below Sign No. 63			
48"	9"										✓		G			SW			✓		25, 3																				✓								Mount 2 signs back to back above Sign No. 25 and Sign No.			
48"	9"										✓		G			SW			✓		27, 3																			✓									Mount 2 signs back to back below Sign No. 27 and above S			
30"	30"				✓					EXIST	✓		R			SW			✓		27, 25	✓							4" x 6"	16'			5'				✓		✓											Mount below Sign No. 27 and Sign No. 25		
24"	30"		✓		✓						✓		SW					BK	✓				✓						4" x 4"	14'			4'				✓		✓													
48"	9"										✓		G			SW			✓		29, 4																			✓									Mount 2 signs back to back above Sign No. 29 and Sign No.			
48"	9"										✓		G			SW			✓		31, 4																		✓										Mount 2 signs back to back below Sign No. 31 and above S			
30"	30"				✓						✓		R			SW			✓		31, 29	✓							4" x 6"	16'			5'				✓		✓											Mount below Sign No. 31 and Sign No. 29		
36"	36"		✓			✓					✓		Y					BK	✓		64																			✓									Mount above Sign No. 64			
30"	18"		✓			✓					✓		Y					BK	✓		63	✓							4" x 6"	18'			5'				✓		✓											Mount below Sign No. 63		
48"	9"										✓		G			SW			✓				✓						4" x 4"	12'			4'				✓		✓			✓									Mount 2 signs back to back	
30"	36"				✓		✓			EXIST	✓		SW					BK	✓				✓						4" x 4"	14'			4'					✓		✓												
30"	36"				✓		✓			EXIST	✓		SW					BK	✓				✓						4" x 4"	14'			4'					✓		✓												
										EXIST																																										[Maintain and protect existing sign and steel post]
										EXIST											13																															Existing sign mounted above Sign No. 13 [Maintain and prote
										EXIST											12																															Existing sign mounted below Sign No. 12 [Maintain and prote
30"	36"				✓		✓			EXIST	✓		SW					BK	✓				✓							4" x 4"	14'			4'					✓		✓											
48"	9"									EXIST	✓		G			SW			✓		34, 3																			✓										Mount 2 signs back to back above Sign No. 34 and Sign No.		
48"	9"									EXIST	✓		G			SW			✓		35, 3																		✓											Mount 2 signs back to back below Sign No. 35 and above S		
30"	30"				✓					EXIST	✓		R			SW			✓		35, 34	✓							4" x 6"	16'			5'					✓		✓			✓								Mount below Sign No. 35 and Sign No. 34	
36"	36"		✓			✓					✓		Y					BK	✓		64																			✓										Mount above Sign No. 64		
30"	18"		✓			✓					✓		Y					BK	✓		63	✓							4" x 6"	18'			5'					✓		✓			✓								Mount below Sign No. 63	



HEIGHT	1/2"	3/8"	5/8"	3/4"	1 1/2"	1 7/8"	3"			PLYWOOD	SHEET ALUMINUM	EXTRUDED ALUMINUM	ASTM TYPE III OR TYPE	ASTM TYPE IX	ASTM TYPE III OR TYPE	ASTM TYPE IX	NON-REFLECTIVE	PERMANENT	REMOVABLE		WOOD POST	SQUARE TUBE SIGN SUP	ROUND PIPE	MULTI-POST BREAKAWAY	ROUTE MARKER FRAME	MILEPOST MARKER POS	(BASED ON ESTIMATED LENGTH)	(MUST BE FIELD VERIFIED)			TM 600 & 601	TM 602	TM 635	TM 670	TM 675	TM 676 & 206	TM 677 & 679	TM 678	TM 680	TM 681, 687, & 688	TM 200 & 201	TM 223	TM 221 & 222							
9"										✓		G			SW			✓		3																	✓					✓			Mount 2 signs back to back above Sign No. 3					
10"				✓					EXIST	✓		R			SW			✓		53	✓							4" x 6"	16'		5'				✓	✓				✓				✓			Mount below Sign No. 53			
16"		✓			✓					✓		Y					BK	✓	64																	✓						✓			Mount above Sign No. 64					
8"		✓			✓					✓		Y					BK	✓	63	✓								4" x 6"	18'		5'				✓	✓					✓			✓			Mount below Sign No. 63			
16"				✓		✓			EXIST	✓		SW					BK	✓			✓								4" x 4"	14'		4'				✓	✓					✓								
9"										✓		G			SW			✓		38, 4																	✓					✓				Mount 2 signs back to back above Sign No. 38 and				
9"										✓		G			SW			✓		40, 4																✓					✓				Mount 2 signs back to back below Sign No. 40 and					
10"				✓						✓		R			SW			✓		40, 38	✓							4" x 6"	16'		5'					✓	✓				✓				✓			Mount below Sign No. 40 and Sign No. 38		
9"										✓		G			SW			✓		38, 4																	✓					✓				Mount 2 signs back to back above Sign No. 38 and				
9"										✓		G			SW			✓		42, 4																✓					✓				Mount 2 signs back to back below Sign No. 42 and					
10"				✓						✓		R			SW			✓		42, 38	✓							4" x 6"	16'		5'				✓	✓					✓				✓			Mount below Sign No. 42 and Sign No. 38		
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'				✓	✓					✓					Mount 2 signs back to back			
									EXIST											13																										Existing sign mounted above Sign No. 13 [Maintain a				
									EXIST											12																										Existing sign mounted below Sign No. 12 [Maintain a				
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'				✓	✓						✓					Mount 2 signs back to back		
8"		✓			✓				EXIST	✓		Y					BK	✓		14 R, 48																		✓					✓				Mount back to back with Sign No. 14 R above Sign 1			
8"		✓			✓				EXIST	✓		Y					BK	✓		14 L, 48																		✓					✓				Mount back to back with Sign No. 14 L above Sign 1			
9"										✓		G			SW			✓		14 L, 14 R	✓							4" x 4"	14"		4'					✓	✓					✓						Mount 2 signs back to back below Sign No. 14 L back		
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'					✓	✓					✓					Mount 2 signs back to back		
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'					✓	✓					✓					Mount 2 signs back to back		
8"		✓			✓					✓		Y					BK	✓		8 R, 55																		✓					✓				Mount back to back with Sign No. 8 R above Sign N			
8"		✓			✓					✓		Y					BK	✓		8 L, 55																		✓					✓				Mount back to back with Sign No. 8 L above Sign N			
9"										✓		G			SW			✓		8 L, 8 R	✓								4" x 4"	14"		4'					✓	✓					✓					Mount 2 signs back to back below Sign No. 8 L back		
8"		✓			✓					✓		Y					BK	✓		8 R, 57																		✓					✓				Mount back to back with Sign No. 8 R above Sign N			
8"		✓			✓					✓		Y					BK	✓		8 L, 57																		✓					✓				Mount back to back with Sign No. 8 L above Sign N			
9"										✓		G			SW			✓		8 L, 8 R	✓								4" x 4"	14'		4'					✓	✓					✓					Mount 2 signs back to back below Sign No. 8 L back		
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'					✓	✓					✓					Mount 2 signs back to back		
9"										✓		G			SW			✓			✓								4" x 4"	12'		4'					✓	✓					✓					Mount 2 signs back to back		
9"									EXIST																																						Existing 2 signs mounted back to back [Maintain an			
36"				✓		✓				✓		SW						BK	✓			✓								4" x 4"	14'		4'					✓	✓					✓						
30"			✓		✓				EXIST	✓		G			SW			✓		15 B	✓									4" x 4"	16'		4'					✓	✓					✓					Mount at height to allow future Sign No. 15 B below	
18"			✓		✓					✓		G			SW			✓		15 T																						✓						Mount below Sign No. 15 T		
36"				✓		✓			EXIST	✓		SW						BK	✓			✓							4" x 4"	14'		4'					✓	✓					✓							



VE (Ph) VEHICLE SIGNAL.
PHASE) PEDESTRIAN SIGNAL, PUSHBUTTON
PHASE (Ph).
RIAN SIGNAL.
FTER REMOVAL)
RIAN PUSHBUTTON AND INSTRUCTION SIGN.
FTER REMOVAL)
VEHICLE SIGNAL WITH LED'S AND 2"
EETING ON BACKBOARD. SEE SHEET TS4.
RIAN SIGNAL WITH CLAMSHELL
(WITH RAISED ARROW AND LED
D DEVICE, AND INSTRUCTION SIGN.

ST ARM POLE WITH LUMINAIRE ARM.
BOARD TRAFFIC SIGNAL MAST ARM POLE WITH
ND LUMINAIRE POLE EXTENSION (35'
L POLE ENTRANCE CHART.
ARM.
WITH FRANGIBLE BASE.
PEDESTRIAN SIGNAL PEDESTAL.
FIC SIGNAL MAST ARM POLE.

D POLE.
ER ODOT SPECIFICATIONS.
VICE CABINET.
R BASE.
PREEMPTION DETECTOR UNIT
E-EMPTION DETECTOR UNIT.
DETECTOR UNIT.
ON DETECTOR FEEDER CABLE.
CTION BOX.
CCTE, JUNCTION BOX WITH HD COVER



REMOVE EXISTING LUMINAIRE.

CONDUITS



MAINTAIN AND PROTECT EXISTING (S=SIZE) ELECTRICAL CONDUIT.



MAINTAIN AND PROTECT EXISTING (S=SIZE) INTERCONNECT CONDUIT.



INSTALL (S) INCH ELECTRICAL CONDUIT.



SPLICE NEW ELECTRICAL CONDUIT TO EXISTING ELECTRICAL CONDUIT.



ABANDON EXISTING ELECTRICAL CONDUIT.



ABANDON EXISTING DETECTOR CONDUIT.

DETECTION



MAINTAIN AND PROTECT VIDEO VEHICLE DETECTOR CAMERA.



INSTALL VARIABLE FOCAL LENGTH VIDEO DETECTION CAMERA,
HOUSING SUNSHIELD FOR PHASE (Ph) OR PHASES (Ph)(Ph).



MAINTAIN AND PROTECT VIDEO VEHICLE DETECTOR CAMERA.



REINSTALL VIDEO VEHICLE DETECTOR CAMERA.



INSTALL VIDEO DETECTION COAXIAL FEEDER CABLE AND
POWER CABLE FOR PHASE (Ph) OR PHASES (Ph/Ph).



REMOVE EXISTING VIDEO DETECTION CAMERA.

WIRING



MAINTAIN AND PROTECT EXISTING WIRING.



REMOVE EXISTING WIRING.



INSTALL (N) NO. (G) TYPE THWN WIRES.



INSTALL (N) NO. 8 TYPE THWN WIRE (SIGNAL SYSTEM COMMON).



INSTALL (N) NO. (G) TYPE XHHW WIRES.



INSTALL ETHERNET COMMUNICATION CABLE, CATEGORY 5 CABLE
RATED FOR UNDERGROUND CONDUIT.

ALUMINUM SIGNS



REMOVE EXISTING STREET NAME SIGN AND HARDWARE.



MAINTAIN AND PROTECT ALUMINUM SIGN AND MOUNT.



REMOVE ALUMINUM SIGN AND MOUNT.



INSTALL (18" X 7-6") ALUMINUM STREET NAME SIGN "SILVERTON RD"
IN 12" HIGH LETTERS. SEE SIGN DETAILS ON SHEET TS4.

INTERCONNECT AND FIBER OPTICS



REMOVE AND RELOCATE EXISTING ANTENNA.



REINSTALL EXISTING ANTENNA.



MAINTAIN AND PROTECT EXISTING FIBER OPTIC HAND HOLE BOX.

ABBREVIATION LEGEND

S = SIZE SHOWN
L = LENGTH SHOWN
LA = INSTALL ON LUMINAIRE ARM
B = ADJUSTABLE SIGNAL BRACKET ASSEMBLY W/ RAIN CAPS.
(INSTALL 1" METALLIC CHASE NIPPLE)
Ph = PHASE SHOWN
N = NUMBER SHOWN
Ch = CHANNEL SHOWN
3BL = 12" RED, 12" YELLOW, 12" GREEN
3BL = 12" RED LTA, 12" YELLOW LTA, 12" BIMODAL GREEN/YELLOW LTA
3R = 12" RED RTA, 12" YELLOW RTA, 12" GREEN RTA
Ph = INCLUDES 3 SPARE WIRES FOR PHASE (Ph)

GENERAL NOTES

- ALL SPLICE VAULTS, HAND HOLES, AND JUNCTION BOXES SHALL HAVE CONCRETE APRONS OR BE PLACED IN SIDEWALK AREA AND SURROUNDED BY CONCRETE.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND UNCOVERING, IF BURIED, EXISTING JUNCTION BOXES. ACTUAL LOCATION OF EXISTING JUNCTION BOXES MAY VARY FROM THAT SHOWN ON THESE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING TRAFFIC SIGNAL (SEE SPECIAL PROVISIONS).
- CONTRACTOR SHALL COVER ALL VEHICLE AND PEDESTRIAN SIGNAL HEADS WITH ODOT APPROVED COVER WHEN NOT IN USE.

CONSTRUCTION NOTES:



REMOVE EXISTING JUNCTION BOX AND REPLACE WITH NEW JUNCTION BOX.

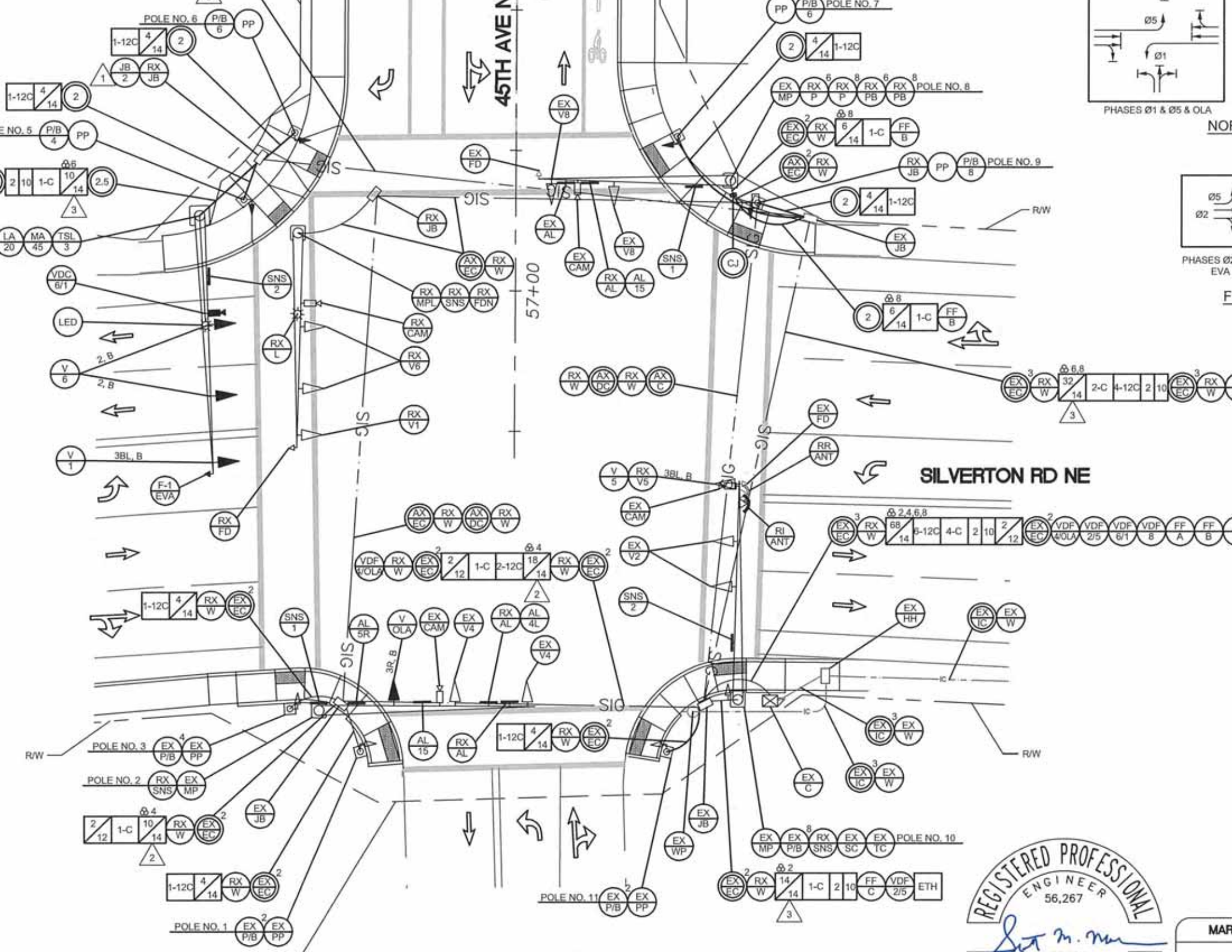


INCLUDE 4 #14 GAUGE WIRE FOR FUTURE RIGHT TURN FLASHING YELLOW ARROW OPERATION.

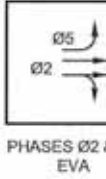
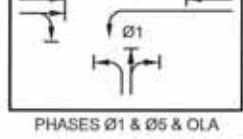
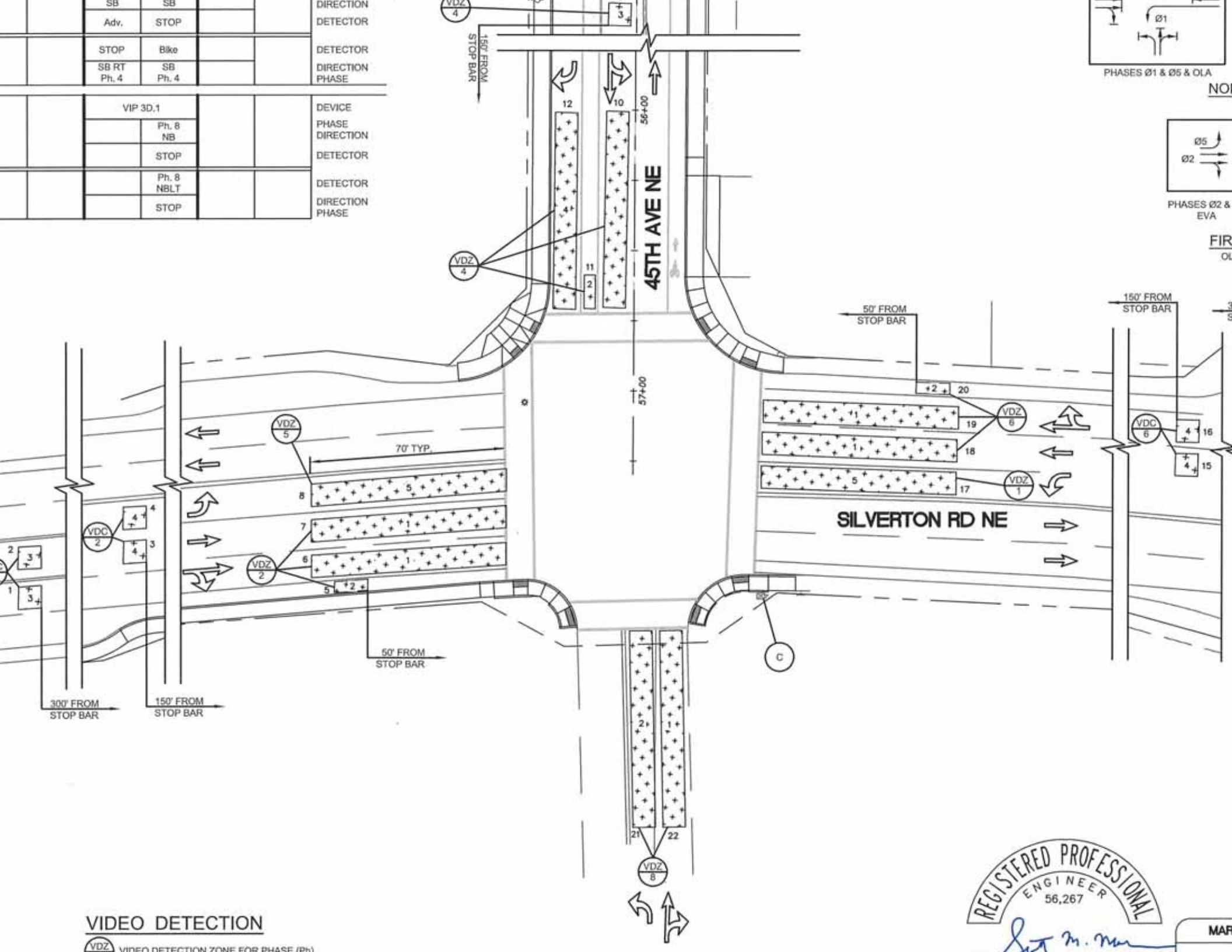


INCLUDES 4 #14 GAUGE WIRES FOR FUTURE LEFT TURN FLASHING YELLOW ARROW OPERATION.





SB	SB					DETECTOR
Adv.	STOP					DETECTOR
STOP	Blke					DIRECTION
SB RT	SB					PHASE
Ph. 4	Ph. 4					
VIP 3D.1						DEVICE
	Ph. 8					PHASE
	NB					DIRECTION
	STOP					DETECTOR
	Ph. 8					DETECTOR
	NBLT					DIRECTION
	STOP					PHASE



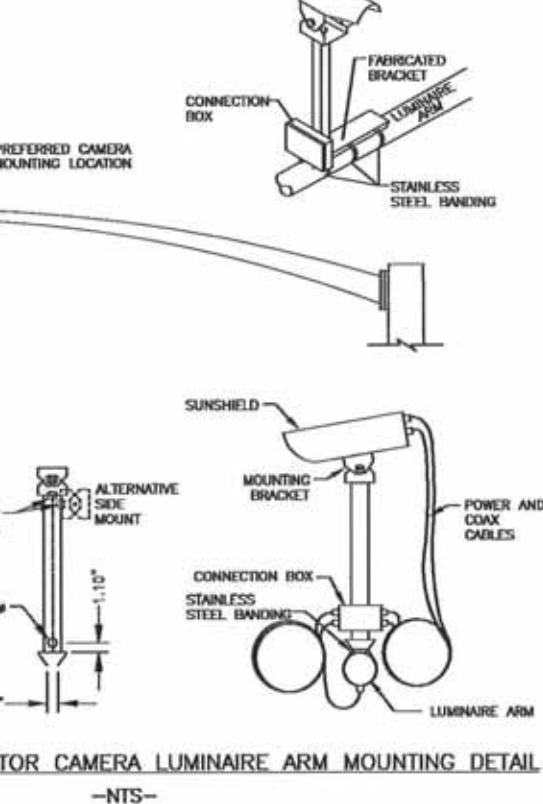
FIR
OL

VIDEO DETECTION

VDZ VIDEO DETECTION ZONE FOR PHASE (Ph.)

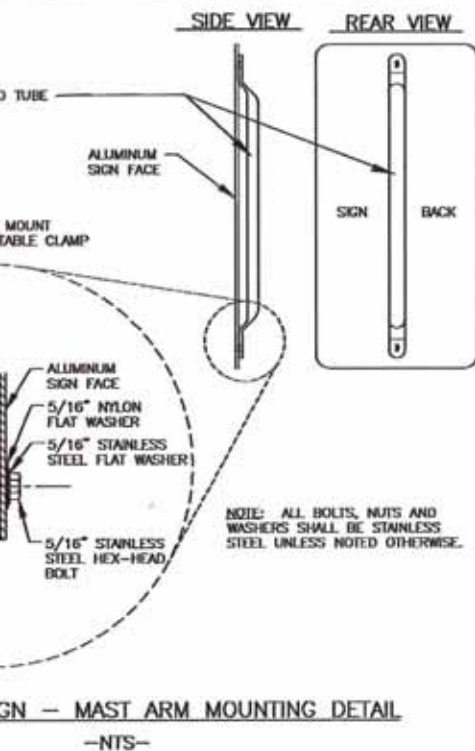


MAP

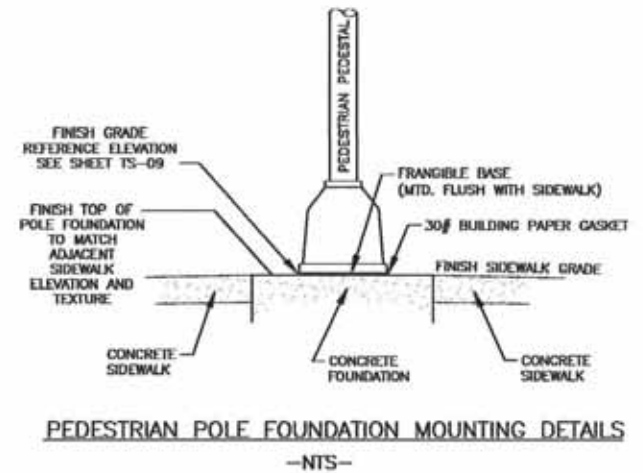


NOT USED

NOT USED

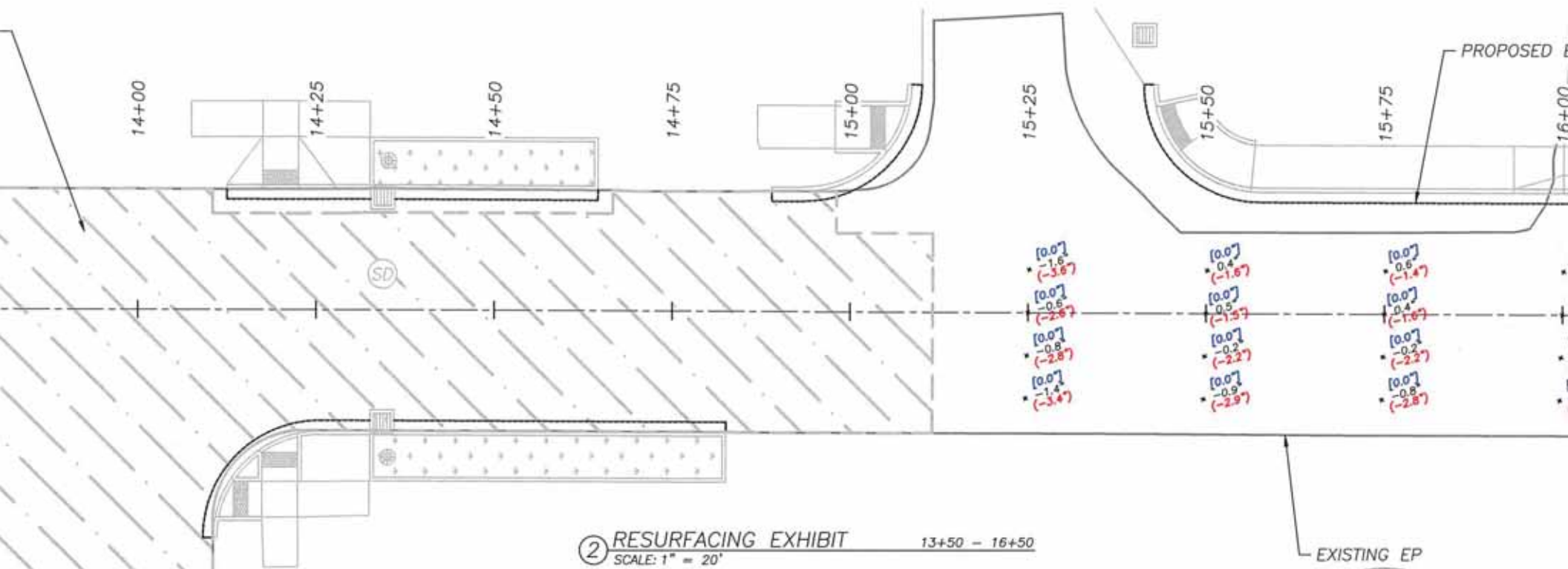
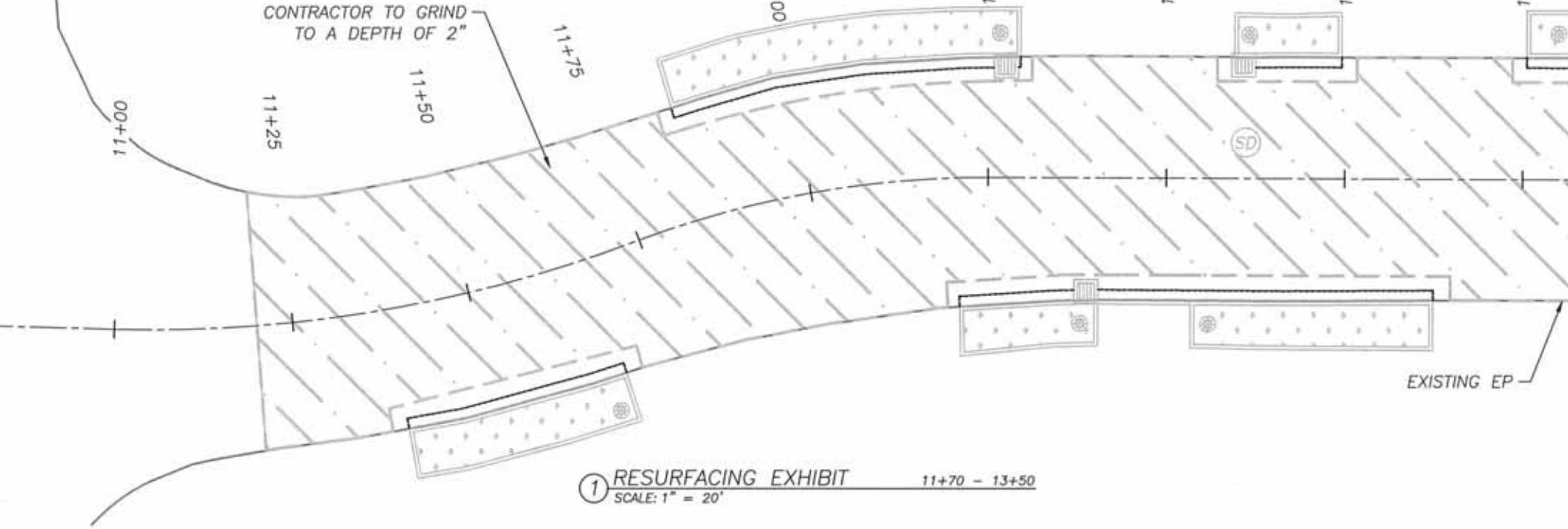


NOT USED



NOT USED

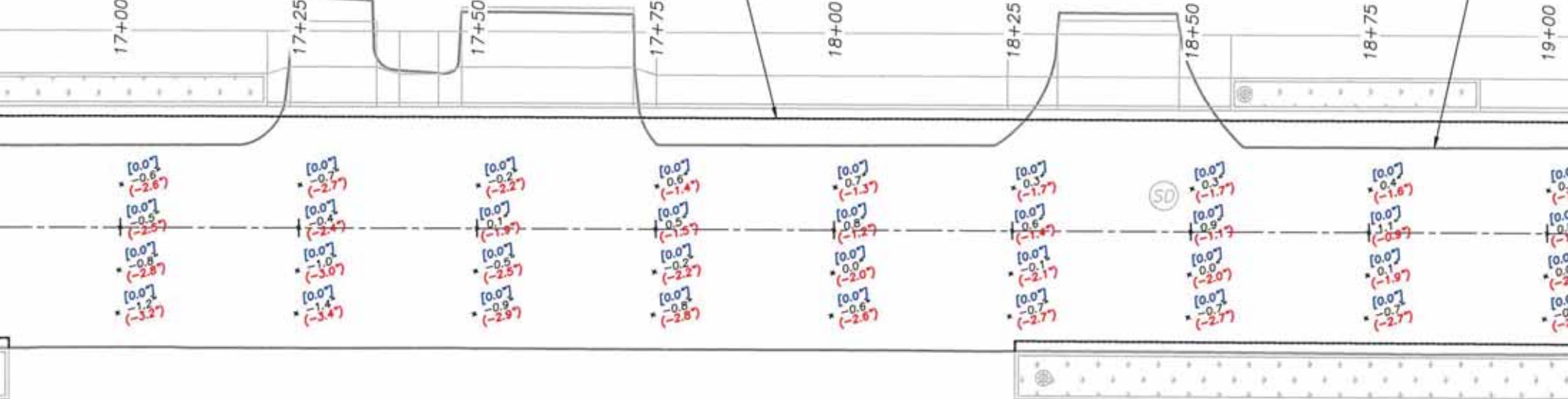




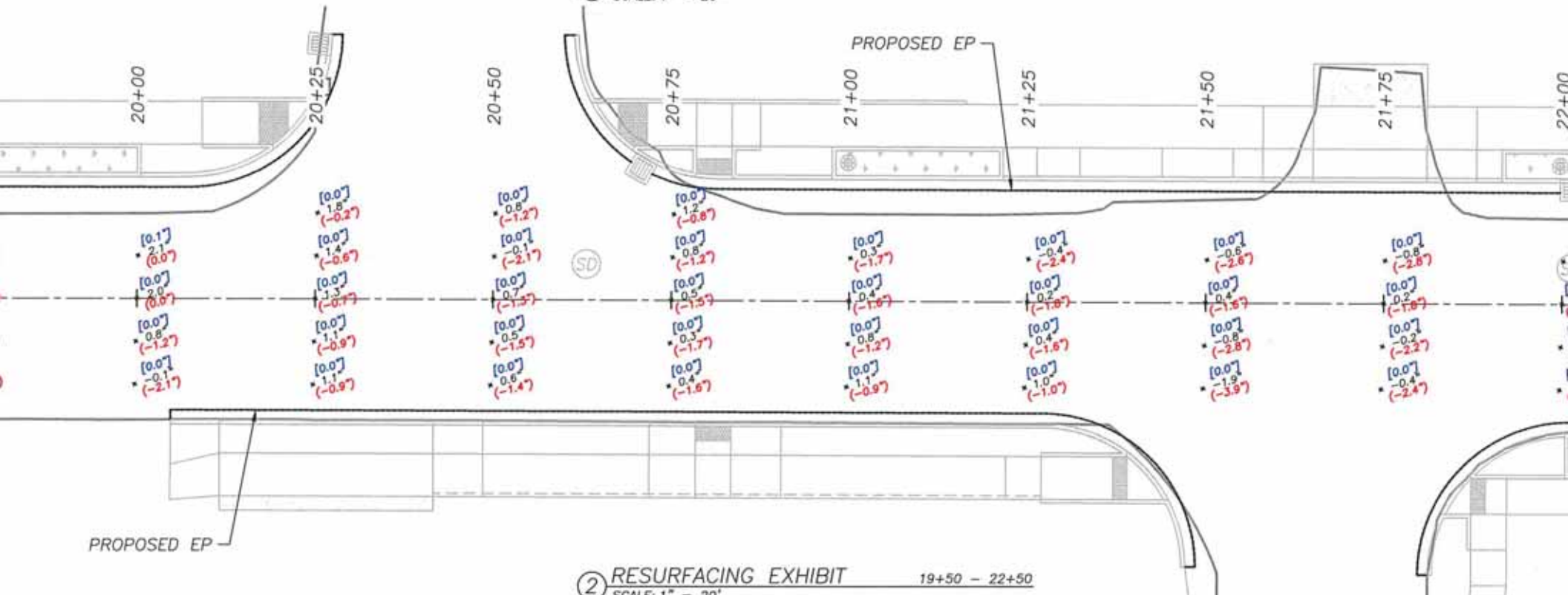
POINT LEGEND



MAP



① RESURFACING EXHIBIT
SCALE: 1" = 20'



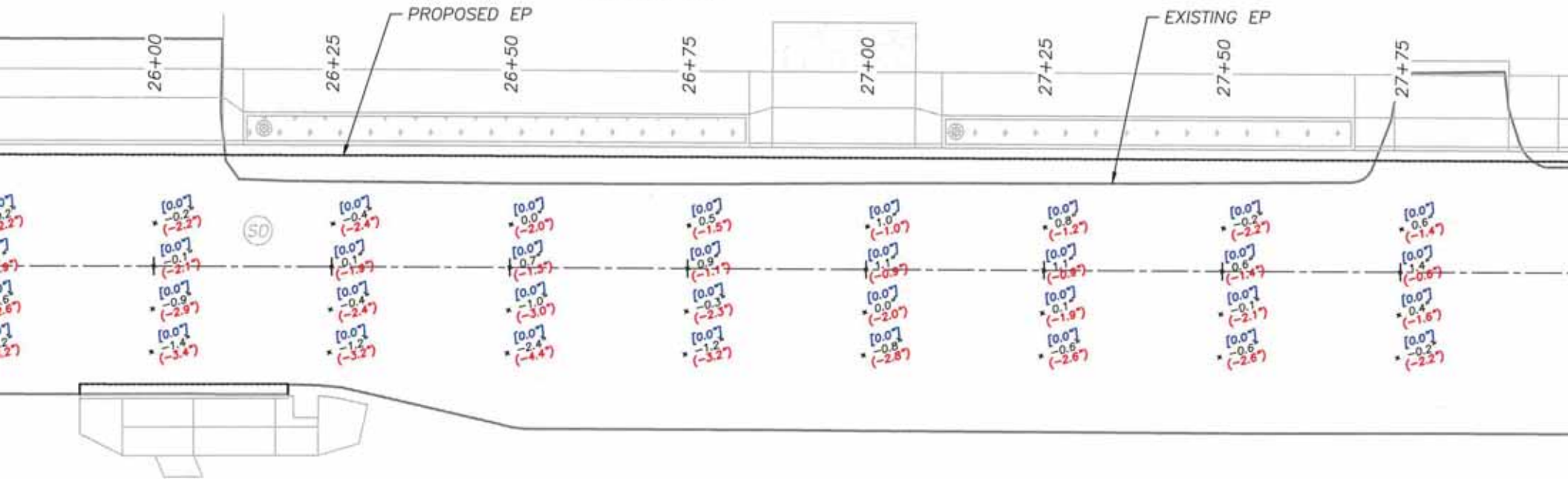
② RESURFACING EXHIBIT
SCALE: 1" = 20'

POINT LEGEND





① RESURFACING EXHIBIT
SCALE: 1" = 20'

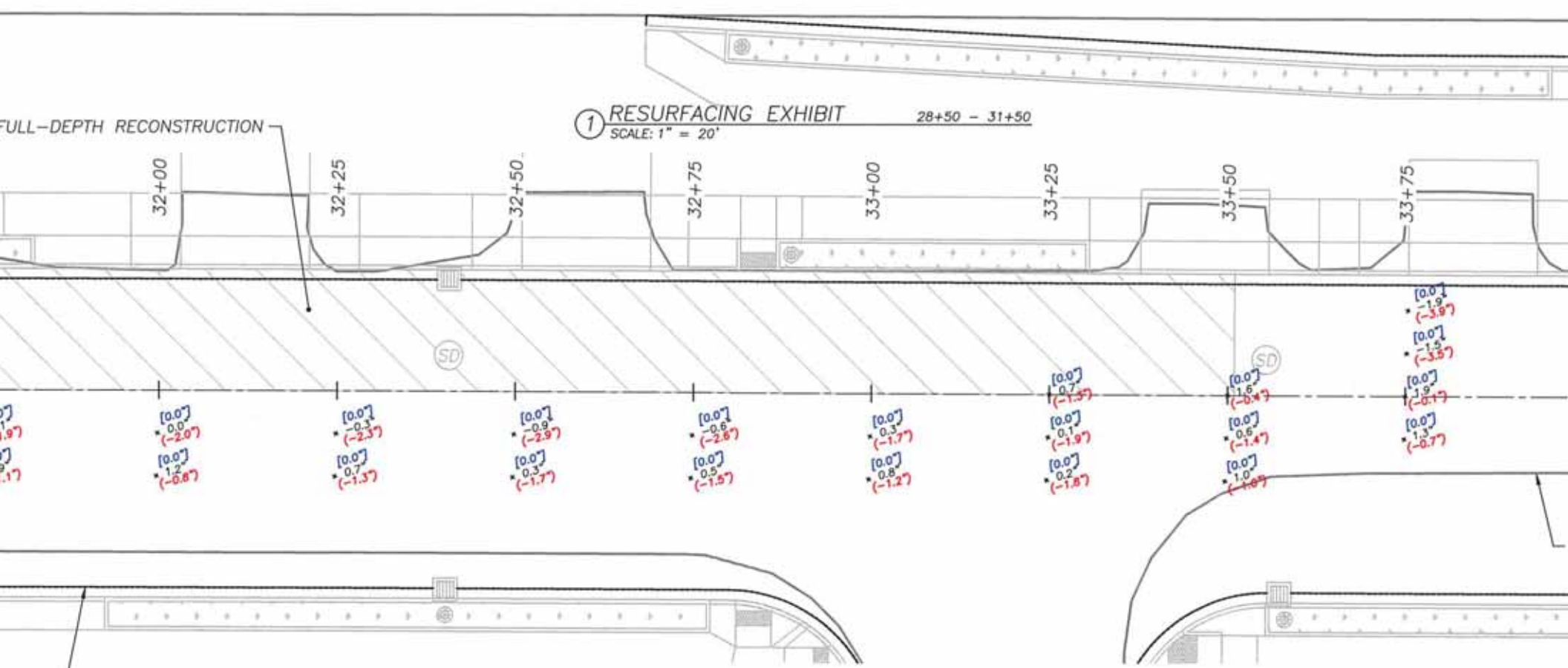
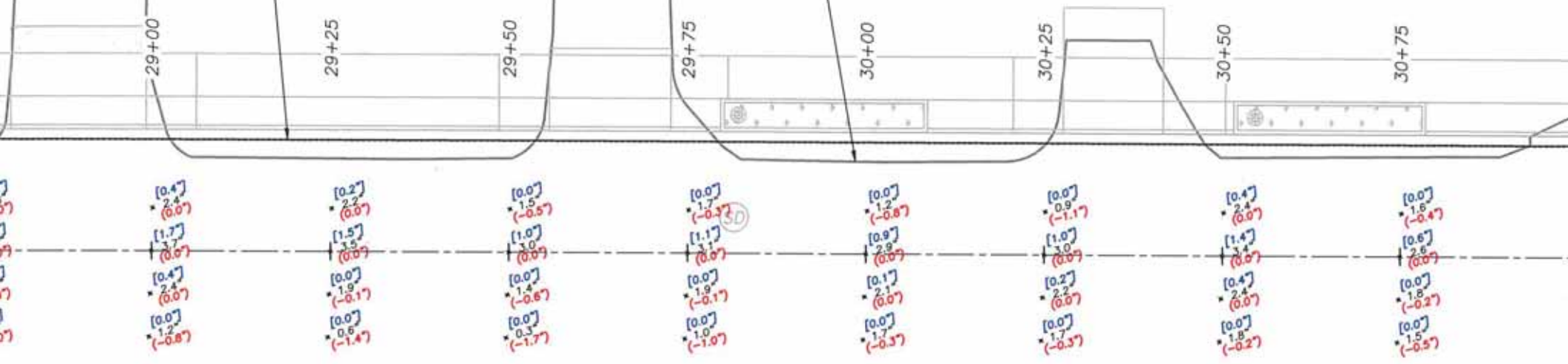


② RESURFACING EXHIBIT
SCALE: 1" = 20'

POINT LEGEND



MAR



① RESURFACING EXHIBIT 28+50 - 31+50
SCALE: 1" = 20'

② RESURFACING EXHIBIT 31+50 - 34+50
SCALE: 1" = 20'

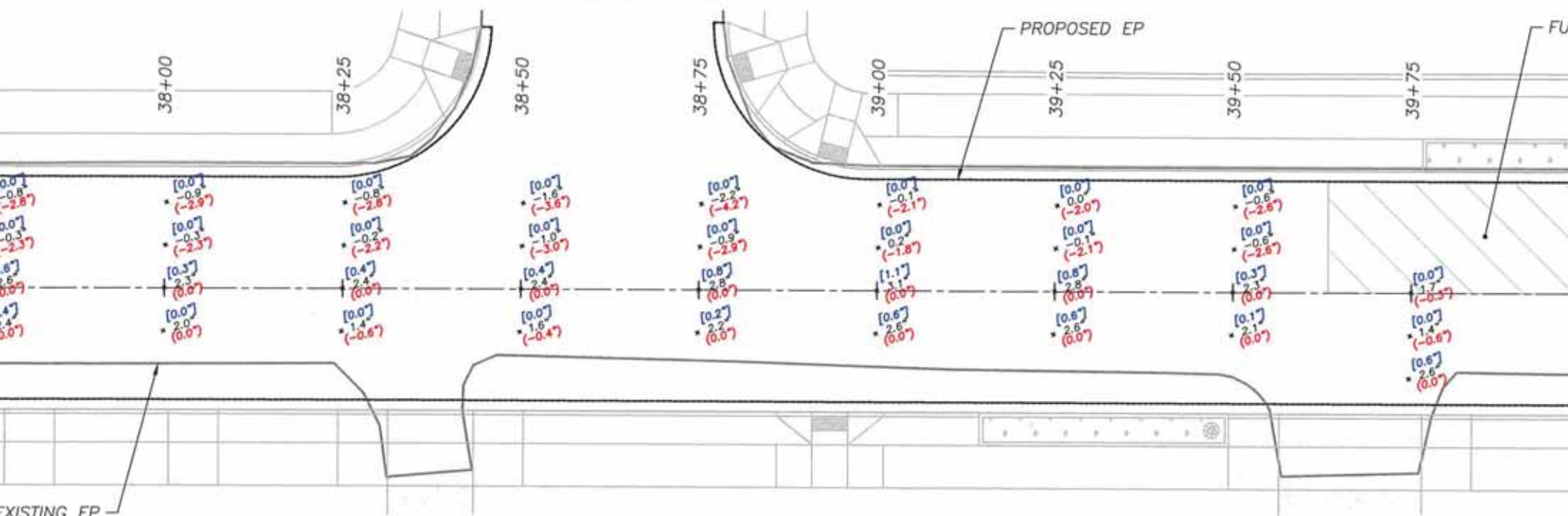
POINT LEGEND



MARI



① RESURFACING EXHIBIT
SCALE: 1" = 20'

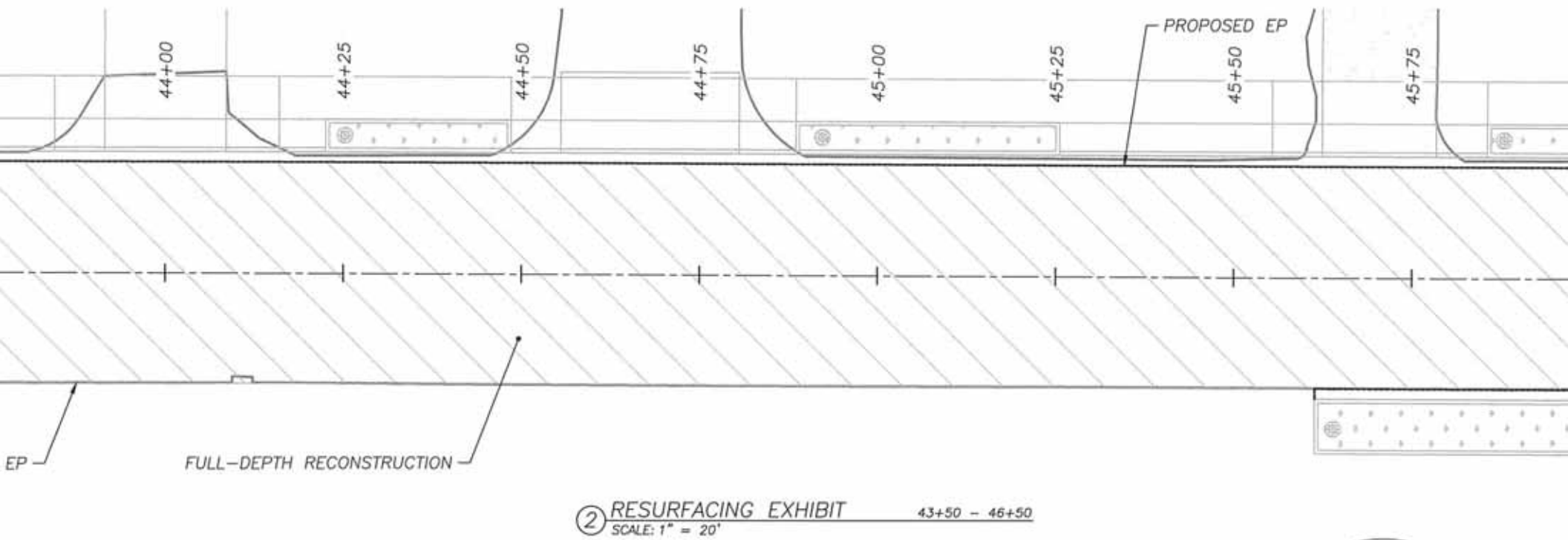
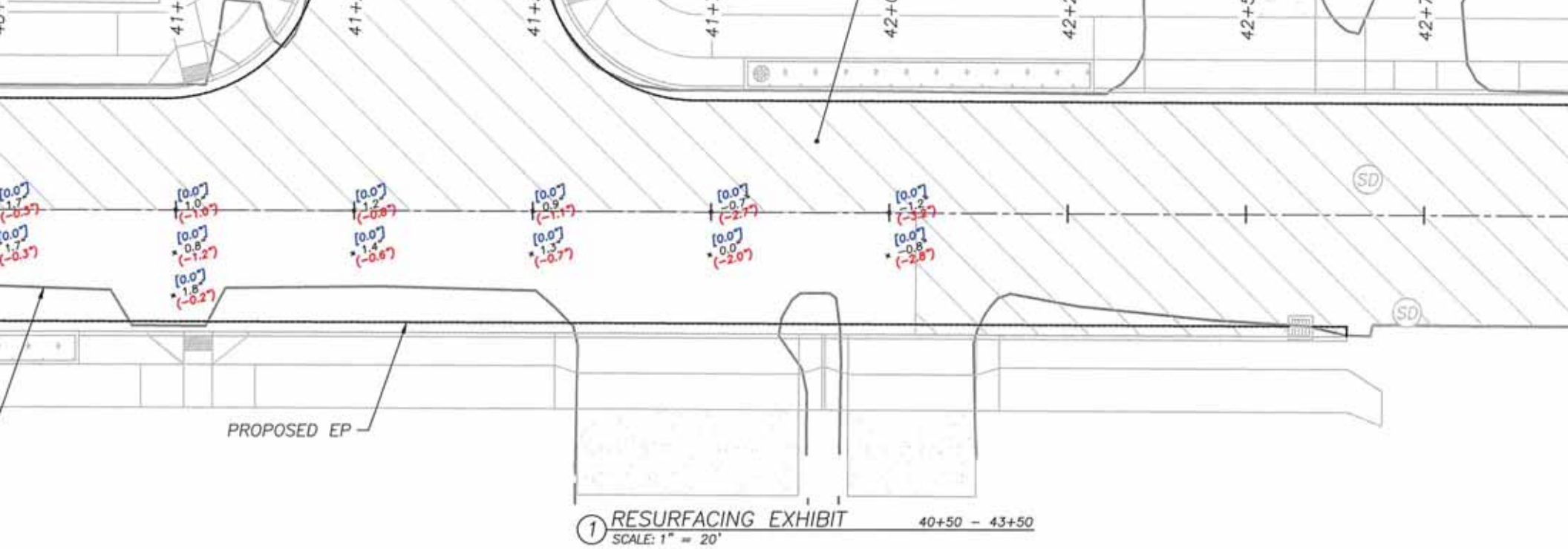


② RESURFACING EXHIBIT
SCALE: 1" = 20'

POINT LEGEND



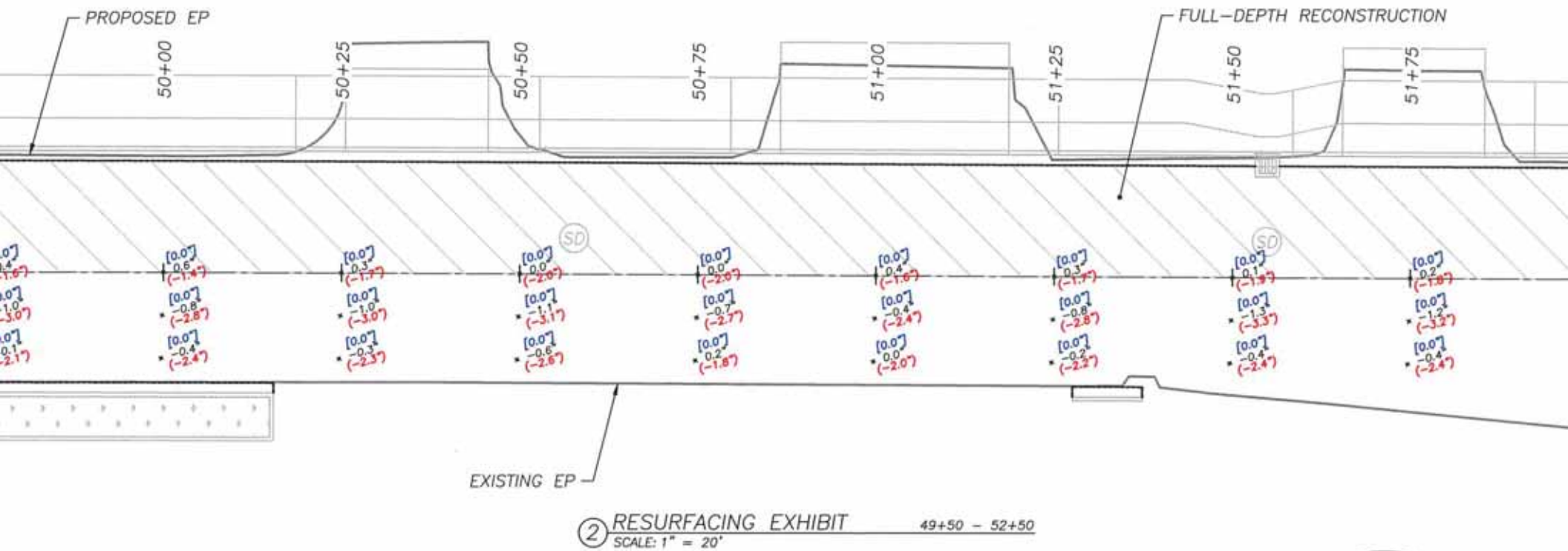
MAR



POINT LEGEND



MAR





① RESURFACING EXHIBIT
SCALE: 1" = 20' 52+50 - 55+50



② RESURFACING EXHIBIT
SCALE: 1" = 20' 55+50 - 57+30

POINT LEGEND



MAR