

**CONTRACT AND BONDS
FOR HIGHWAY CONSTRUCTION**

**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**



GRADING, PAVING, SIGNALS

I-5: EXIT 61 (LOUSE CREEK) INTERCHANGE IMPROVEMENTS

PACIFIC HIGHWAY

JOSEPHINE COUNTY

CONTRACT NUMBER 14785

EXPENDITURE ACCOUNT NUMBER CON03704

CLASS OF PROJECT NHPP-S001(456)

CONTRACTOR JRT CONSTRUCTION

DATE OF AWARD _____

SPECIFIED COMPLETION SEE SUBSECTION 00180.50(h)

Training

**CONTRACT AND BONDS
FOR HIGHWAY CONSTRUCTION**

**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**

OREGON TRANSPORTATION COMMISSION

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MATTHEW L. GARRETT	Director of Transportation

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DESCRIPTIONS OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN BUT WHICH ARE PART OF THE CONTRACT

(1) Standard Specifications

The "2015 Oregon Standard Specifications for Construction," as published by the Oregon Department of Transportation.

Copies of the 2015 Oregon Standard Specifications for Construction may be purchased by visiting the Oregon Department of Transportation, Specifications website at:

<http://www.oregon.gov/odot/hwy/specs/pages/index.aspx>.

(2) Plans

Applicable Plans, either separate from the Special Provisions or included within the Special Provisions.

Copies of plans will be furnished by the Project Manager.

SECTION I. SPECIAL PROVISIONS

On the attached or inserted sheets which follow is given a description of the work to be performed under this Contract, together with required provisions bound herein, and Special Provisions, and instructions bound herein which supplement and modify the published "2015 Oregon Standard Specifications for Construction" book, making them part of this Contract and applicable to the particular work to be done.

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DESCRIPTION OF WORK

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described above will be opened and read at the Oregon Department of Transportation, 455 Airport Road SE, Bldg. E, Salem, Oregon 97301-5348, at 9:00 a.m. on the 26th day of February 26, 2016.

COMPLETION TIME LIMIT

There are two Contract Times on this Project as follows:

- (1) Complete all Work to be done under the Contract, except for signal installation, water quality swale, bioretention pond and permanent seeding, not later than August 27, 2015.
- (2) Complete all Work to be done under the Contract, except for seeding establishment, not later than October 10, 2015.

CLASS OF PROJECT

This is a Federal-Aid Project.

CLASS OF WORK

The Class of Work for this Project is either: A) Electrical, or B) the combination of 1) Earthwork and Drainage & 2) Asphalt Concrete Paving and Oiling.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Ted Paselk, Project Manager, 3500 NW Stewart Parkway, Roseburg 97470; Email: ted.a.paselk@odot.state.or.us or Fax 541-672-5053. All requests for information must be in writing with reference to the Project name.

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**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

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Grading, Paving, Signals**

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**REQUIRED CONTRACT PROVISIONS
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- 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 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

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

1. As used in these specifications:

a. "Covered area" means the geographical area, described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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" (MEUR), Form 731-0668. The electronic form is available at:

<http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/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 MEUR 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.

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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:

Area	Covered Areas	Aspirational
ODOT Region 1	ODOT Region 2, 3, 4, & 5	Women 14% - Minority 20%
		Women 14% - Minority 14%

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

Training

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 revised January 28, 2011.

It is ODOT's policy not to discriminate on the basis of race, color, sex, or national origin in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in 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. Assist the development of firms that can compete successfully in the market place outside the DBE program.

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, and (3) Members of the DBE and non-DBE business community 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
355 Capitol Street NE, MS 351
Salem, Oregon 97301- 3871

ODOT Office of Civil Rights web page at:
or <http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/index.shtml>

If you have any questions or would like further information regarding this program, please contact the Office of Civil Rights Manager, Michael A. Cobb, by telephone at (503) 986-5753, by fax at (503) 986-6382, or by e-mail at Michael.A.Cobb@odot.state.or.us.



Matthew Garrett
Director, Oregon Department of Transportation



Date

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**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 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 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 121, Division 50, MBE/WBE Certification.

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:

AFDBE - African American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

DBE - Disadvantaged Business Enterprise

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

OMWESB - The Office of Minority, Women and Emerging Small Business, which is authorized to certify DBE firms according to federal regulations.

USDOT - United States Department of Transportation

SADBE - Subcontinent Asian American owned Certified Disadvantaged Business Enterprise Contractor or Subcontractor.

(b) Definitions:

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.

Certified Disadvantaged Business Enterprise - A business firm certified by the OMWESB, 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.

Commodity Codes - Codes assigned by the OMWESB 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.

Committed DBE - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal as a condition of contract award, and includes any substitute DBE that has subsequently been committed work to meet the assigned 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.

Contractor/Subcontractor - A licensed business participating in a contract, subcontract, or other agreement which ODOT has awarded or to which ODOT has consented.

DBE Directory of Certified Firms - A publication (available in paper, disk copies, or Internet) listing all DBEs which are currently certified by the OMWESB. 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 participation goal.

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 26 and enforced by the certifying agency, OMWESB. 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.

Engineer - The Chief Engineer of the Agency acting either directly or through authorized representatives. If the Agency has not designated a Chief Engineer, this term denotes the person responsible for administering its public works program.

Federal-Aid Contract - 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.

Goal - An assigned numerical percentage value of the total dollar amount of a contract award for DBE participation which, based on the waiver granted by the United States Secretary of Transportation, dated August 20, 2012, allowing group specific goals, is allocated solely for AFDDBE and SADDBE participation.

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 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 prime 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.

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

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

(According to 49 CFR 26.87(j)(2), if a prime Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the prime Contractor may continue to use the firm on the contract and may continue to receive credit toward its 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 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 contract goals.)

In determining whether an AFDDBE or SADDBE prime Contractor has met a contract goal, only the work the AFDDBE or SADDBE has committed with its own forces as well as the type

of work that it has committed to be performed by AFDDBE or SADDBE subcontractors or 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 DBE contract or overall goals.)

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

These DBE Supplemental Required Contract Provisions concerning the use of DBEs will apply equally to AFDDBEs and SADDBEs committed to meet the DBE goal for AFDDBE and SADDBE participation, as well as to other committed DBEs. References to DBE contractors and to DBE subcontractors throughout the provisions shall apply to such committed DBEs, and AFDDBEs, and SADDBEs.

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 prime 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 prime 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 prime Contractor's DBE 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 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 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 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 prime 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 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 prime 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 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 prime, 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 prime 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 prime 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 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 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 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 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 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 prime Contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime 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 1
355 Capitol Street NE
Salem, OR 97301-3871
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

Training

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

ASSIGNED DBE CONTRACT GOAL

**FOR African American Disadvantaged Business Enterprise (AFDBE)
AND Subcontinent Asian American Disadvantaged Business Enterprise (SADBE)**

The assigned minimum **DBE (AFDBE/SADBE)** Goal for this Project is **0%**.

(Overall DBE program goal nationally is set at 10%,
Proposed overall DBE program goal for ODOT is set at 12.29% for FHWA funded Contracts,
Proposed overall DBE program goal for ODOT is set at 8% for FTA funded Contracts.)

A DBE Directory is available from the Office of Minority, Women and Emerging Small Business (OMWESB) web site at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
or by telephone at 503-986-0075.

Training



Project Wage Rates

*General Wage Determinations Issued
under the Davis-Bacon Acts:
Oregon Highway Construction Projects*

and

*Prevailing Wage Rates for
Public Works Contracts in Oregon*



Training

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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".

Training

Training

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GENERAL WAGE DETERMINATIONS

Issued under the

Davis - Bacon

Acts:

Oregon

HIGHWAY CONSTRUCTION

Projects



Training

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General Decision Number: OR150001 02/06/2015 OR1

Superseded General Decision Number: OR20140001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/16/2015
3	01/23/2015
4	02/06/2015

BROR0001-006 06/01/2014

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.....	\$ 33.88	16.50

BROR0001-007 06/01/2014

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

	Rates	Fringes
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BRICKLAYER.....\$ 32.68 16.15

CARP9001-001 06/01/2012

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.61	14.44
DIVER STANDBY.....	\$ 34.42	14.44
DIVERS TENDERS.....	\$ 36.97	14.44
DIVERS.....	\$ 78.38	14.44
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 30.28	14.44
MILLWRIGHTS.....	\$ 33.11	14.44
PILEDRIVERS.....	\$ 33.61	14.44

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

Zone Differential (Add to Zone 1 rates):

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

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

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

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

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

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

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

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE

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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 01/01/2015

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

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.50

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 Delorme Street Atlas USA 2006 plus.

 ELEC0112-001 06/01/2014

OR150001 02/06/2015

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

	Rates	Fringes
CABLE SPLICER.....	\$ 39.95	17.88
ELECTRICIAN.....	\$ 38.05	17.82

 ELEC0280-003 01/01/2015

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.....	\$ 37.41	17.75

 ELEC0291-006 06/01/2014

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.36	12.34
ELECTRICIAN.....	\$ 27.60	12.34

* ELEC0659-004 01/01/2015

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.....	\$ 33.48	15.71
ELECTRICIAN.....	\$ 30.44	15.71

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

OR150001 02/06/2015

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

* ELEC0932-004 01/01/2015

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.....	\$ 34.50	15.39

ENGI0701-005 01/01/2015

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 39.47	14.10
GROUP 1A.....	\$ 41.44	14.10
GROUP 1B.....	\$ 43.42	14.10
GROUP 2.....	\$ 37.58	14.10
GROUP 3.....	\$ 36.44	14.10
GROUP 4.....	\$ 35.36	14.10
GROUP 5.....	\$ 34.13	14.10
GROUP 6.....	\$ 30.94	14.10

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the

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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 Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete

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Canal Line Operator; Concrete Profiler, Diamond Head;
CRANE: Cableway Operator, 25 tons and over; HYDRAULIC
CRANE: Hydraulic crane operator 90 tons through 199 tons
(without luffing or tower attachment); TOWER/WHIRLEY
OPERATOR: Tower Crane Operator; Whirley Operator, under 90
tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to
200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING
EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds.
and over; Floating Crane (derrick barge) Operator, 30 tons
but less than 150 tons; LOADERS: Loader operator, 120,000
lbs. and above; REMOTE CONTROL: Remote controlled
earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-
tired scraper operator, with tandem scrapers, multi-engine;
SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel,
Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING
MACHINE: Wheel Excavator, under 750 cu. yds. per hour
(Grade Oiler required); Canal Trimmer (Grade Oiler
required); Wheel Excavator, over 750 cu. yds. per hour;
Band Wagon (in conjunction with wheel excavator);
UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote
or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over
130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50
tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up
to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic
crane operator, 50 tons through 89 tons (without luffing or
tower attachment); LATTICE BOOM CRANES: Lattice Boom
Crane-50 through 89 tons (and less than 150 feet boom);
FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR:
excavator over 80,000 lbs. through 130,000 lbs.; LOADERS:
Loader operator 60,000 and less than 120,000; RUBBER-TIRED
SCRAPERS: Scraper Operator, with tandem scrapers;
Self-loading, paddle wheel, auger type, finish and/or 2 or
more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR:
Shovel, Dragline, Clamshell operators 3 cu. yds. but less
than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator
(screeman required); BLADE: Blade operator; Blade operator,
finish; Blade operator, externally controlled by
electronic, mechanical hydraulic means; Blade operator,
multi-engine; BULLDOZERS: Bulldozer Operator over 20,000
lbs and more than 100 horse up to 70,000 lbs; Drill Cat
Operator; Side-boom Operator; Cable-Plow Operator (any
type); CLEARING: Log Skidders; Chippers; Incinerator; Stump
Splitter (loader mounted or similar type); Stump Grinder
(loader mounted or similar type; Tub Grinder; Land Clearing
Machine (Track mounted forestry mowing & grinding machine);
Hydro Axe (loader mounted or similar type); COMPACTORS
SELF-PROPELLED: Compactor Operator, with blade; Compactor
Operator, multi-engine; Compactor Operator, robotic;
CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete
Cooling Machine Operator; Concrete Paving Road Mixer;

Concrete Breaker; Reinforced Tank Banding Machine (K-17 or
similar types); Laser Screed; CRANE: Chicago boom and
similar types; Lift Slab Machine Operator; Boom type
lifting device, 5 ton capacity or less; Hoist Operator, two
(2) drum; Hoist Operator, three (3) or more drums; Derrick
Operator, under 100 ton; Hoist Operator, stiff leg, guy
derrick or similar type, 50 ton and over; Cableway Operator
up to twenty (25) ton; Bridge Crane Operator, Locomotive,
Gantry, Overhead; Cherry Picker or similar type crane hoist
five (5) ton capacity or less; Hydraulic Crane Operator,
under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom
Crane Operator, under 50 tons; CRUSHER: Generator Operator;
Diesel-Electric Engineer; Grizzley Operator; DRILLING:
Drill Doctor; Boring Machine Operator; Driller-Perussion,
Diamond, Core, Cable, Rotary and similar type; Cat Drill
(John Henry); Directional Drill Operator over 20,000 lbs
pullback; FLOATING EQUIPMENT: Diesel-electric Engineer;
Jack Operator, elevating barges, Barge Operator,
self-unloading; Piledriver Operator (not crane type)
(Deckhand required); Floating Clamshell, etc. Operator,
under 3 cu. yds. (Fireman or Diesel-Electric Engineer
required); Floating Crane (derrick barge) Operator, less
than 30 tons; GENERATORS: Generator Operator;
Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail
Punch Operator (all types); Guardrail Auger Operator (all
types); Combination Guardrail machines, i.e., punch auger,
etc.; HEATING PLANT: Surface Heater and Planer Operator;
HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe
operator, track and wheel type up to and including 20,000
lbs. with any or all attachments; Excavator Operator over
20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders,
Kolman and Ko Cal types; Loaders Operator, front end and
overhead, 25,000 lbs and less than 60,000 lbs; Elevating
Grader Operator by Tractor operator, Sierra, Euclid or
similar types; PILEDRIVERS: Hammer Operator; Piledriver
Operator (not crane type); PIPELINE, SEWER WATER: Pipe
Cleaning Machine Operator; Pipe Doping Machine Operator;
Pipe Bending Machine Operator; Pipe Wrapping Machine
Operator; Boring Machine Operator; Back Filling Machine
Operator; REMOTE CONTROL: Concrete Cleaning Decontamination
Machine Operator; Ultra High Pressure Water Jet Cutting
Tool System Operator/Mechanic; Vacuum Blasting Machine
Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric
Engineer (Plant or Floating); Bolt Threading Machine
operator; Drill Doctor (Bit Grinder); H.D. Mechanic;
Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired
Scraper Operator, single engine, single scraper;
Self-loading, paddle wheel, auger type under 15 cu. yds.;
Rubber-tired Scraper Operator, twin engine; Rubber-tired
Scraper Operator, with push-pull attachments; Self Loading,
paddle wheel, auger type 15 cu. yds. and over, single
engine; Water pulls, water wagons; SHOVEL, DRAGLINE,
CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer;
Stationary Drag Scraper Operator; Shovel, Dragline,

Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Lull Hi-lift Operator or similar type; Fork Lift, over 5 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service Oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator;

Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJB's Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler- Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

FOOTNOTE C:
HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft

classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

- H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.
- H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.
- H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.
- H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

IRON0029-004 07/01/2013

	Rates	Fringes
IRONWORKER.....	\$ 34.12	21.35

LABO0001-006 06/01/2014

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 27.44	13.10

LABO0003-003 06/01/2014

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.43	13.10
GROUP 2.....	\$ 27.44	13.10
GROUP 3.....	\$ 22.86	13.10

Zone Differential (Add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

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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 Scalars; 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

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Blasting (Dry); Sewer Timberman; Tugger Operator;
Vibrators; Water Blaster

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

FOOTNOTE C:

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

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

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

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

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

PAIN0055-002 11/01/2014

Rates	Fringes
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PAINTER

HIGHWAY & PARKING LOT STRIPER.....\$ 33.43	11.08
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PAIN0055-033 10/01/2014

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

Painters:

BAKER, BENTON, CLATSOP,
CROOK, DESCHUTES, GRANT,
GILLIAM, HARNEY,
JEFFERSON, LAKE, LANE,
LINN, LINCOLN, MALHEUR,
MARION, POLK, TILLAMOOK,
SHERMAN, UNION, WHEELER

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AND YAMHILL COUNTIES

High work-All work 60 feet or higher.....\$ 20.52	9.70
Painters.....\$ 19.77	9.70
CLACKAMAS, COLUMBIA, HOOD RIVER, MULTNOMAH, MORROW, UMATILLA, WALLOWA, WASCO AND WASHINGTON COUNTIES	
High work-All work 60 feet or higher.....\$ 21.52	9.70
Painters.....\$ 20.77	9.70
JACKSON AND KLAMATH COUNTIES	
High Work-All Work 60 feet or higher.....\$ 18.52	9.70
Painters.....\$ 17.77	9.70

PLAS0555-001 06/01/2014

ZONE 1:

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

Cement Masons: (ZONE 1)

CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..\$ 29.98		17.76
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....\$ 30.58		17.76
CEMENT MASONS.....\$ 30.58		17.76
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$ 31.18		17.76

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.

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ZONE 5: More than 80 miles from the respective city hall

TEAM0037-004 06/01/2014

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 26.90	14.37
GROUP 2.....	\$ 27.02	14.37
GROUP 3.....	\$ 27.15	14.37
GROUP 4.....	\$ 27.41	14.37
GROUP 5.....	\$ 27.63	14.37
GROUP 6.....	\$ 27.99	14.37
GROUP 7.....	\$ 27.99	14.37

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

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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

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dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

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

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

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

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

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

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER,		
POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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, 2015

Training

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BRAD AVAKIAN
COMMISSIONER



CHRISTIE HAMMOND
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

January 1, 2015

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 a postcard 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

800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766

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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 and/or zone pay. Zone pay is added to the 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.

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 contractors that are certified disadvantaged, minority, women or emerging small business enterprises, 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.
- 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.)
 - 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.
- Emergency projects, as defined in ORS 279A.010(f).

ORS 279C.830(3) and (4) require:

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.

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)

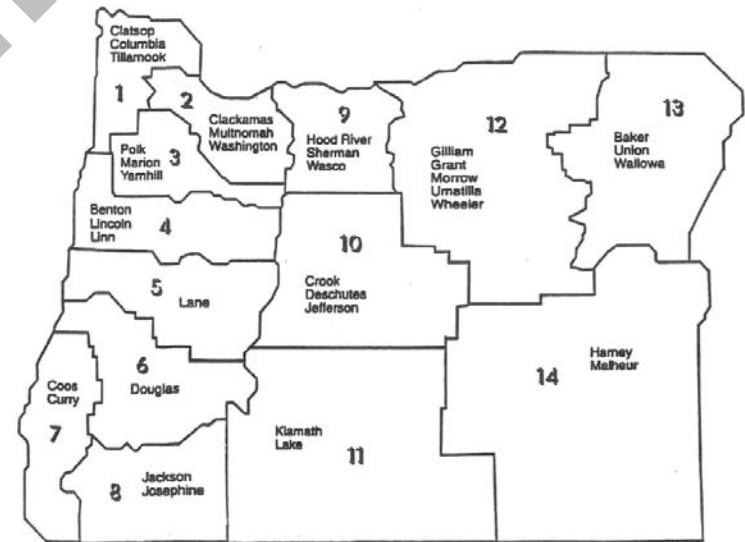
WORK SCHEDULE

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 (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 (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)	\$23.64	\$10.02
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	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	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
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	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
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 # 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	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
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	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & 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	\$38.35	\$13.20
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)	\$23.64	\$10.02
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	\$20.16	\$8.43
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	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
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	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
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)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
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 #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	\$32.29	\$12.84
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	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
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	\$38.35	\$13.20
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)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	\$36.02	\$12.41
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	\$38.84	\$18.98
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	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #5
Lane County

Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
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)	\$23.64	\$10.02
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	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	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #5
Lane County

Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.11	\$11.64
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	\$28.67	\$13.41
Electrician	\$37.54	\$15.24
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$28.75	\$12.35
Hazardous Material Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.95	\$18.47
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.73	\$15.62
Plumber/Pipefitter/Steamfitter	\$38.84	\$18.98
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	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	\$32.33	\$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.11	\$11.64
Cement Mason	\$26.97	\$13.43
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)	\$23.64	\$10.02
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	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.95	\$18.47
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
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 #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	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
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	\$30.72	\$8.02
Tilessetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	\$21.03	\$11.10
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	\$32.33	\$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.11	\$11.64
Cement Mason	\$26.97	\$13.43
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	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
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	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.73	\$15.62
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	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	\$21.03	\$11.10
Truck Driver – All Groups	\$20.10	\$6.21

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	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 (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)	\$23.64	\$10.02
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	\$20.16	\$8.43
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	\$16.94	\$4.00
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	See Appendix	See Appendix
Piledriver	\$33.81	\$14.59
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	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
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	\$17.35	\$12.74
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	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
Cement Mason	\$26.97	\$13.43
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	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.95	\$18.47
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	\$29.01	\$10.81
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.73	\$15.62
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	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	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	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
Cement Mason	\$26.97	\$13.43
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$32.22	\$13.70
Drywall Taper	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.95	\$18.47
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.73	\$15.62
Plumber/Pipefitter/Steamfitter	\$38.84	\$18.98
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	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$26.97	\$13.43
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)	\$23.64	\$10.02
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	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	\$16.94	\$4.00
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.73	\$15.62
Plumber/Pipefitter/Steamfitter	\$38.84	\$18.98
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	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
Cement Mason	\$26.97	\$13.43
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	\$28.67	\$13.41
Electrician	\$37.54	\$15.24
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.64	\$10.02
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	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.95	\$18.47
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	\$36.02	\$12.41
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
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 #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	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.11	\$11.64
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	\$32.22	\$13.70
Drywall Taper	\$28.67	\$13.41
Electrician	\$37.54	\$15.24
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.64	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.95	\$18.47
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.50	\$8.76
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	\$23.73	\$15.62
Plumber/Pipefitter/Steamfitter	\$38.84	\$18.98
Power Equipment Operator Group 1	\$35.34	\$13.28
Power Equipment Operator Group 1A	\$40.15	\$13.94
Power Equipment Operator Group 1B	\$41.42	\$13.70
Power Equipment Operator Group 2	\$32.45	\$12.55
Power Equipment Operator Group 3	\$31.22	\$11.07
Power Equipment Operator Group 4	\$30.58	\$10.65
Power Equipment Operator Group 5	\$27.65	\$9.47
Power Equipment Operator Group 6	\$27.18	\$11.83

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	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

APPENDIX

JANUARY 1, 2015

Collectively Bargained Rates

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

Training

JANUARY 1, 2015 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. Using the booklet, Definitions of Covered Occupations, find the definition 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)	38-39
Carpenter	38-39
Cement Mason	39
Diver	39-40
Diver Tender	39-40
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40-41
Drywall Taper (See Painter)	44
Electrician	41-42
Elevator Constructor, Installer and Mechanic	42
Glazier	42
Hazardous Materials Handler	42
Highway/Parking Striper	42
Ironworker	42
Laborer	43
Limited Energy Electrician	43-44
Line Constructor	44
Marble Setter	44
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	38-39
Painter and Drywall Taper	44
Piledriver (See Carpenter Group 6)	38-39
Plasterer and Stucco Mason	44
Plumber/Pipefitter/Steamfitter	44-45
Power Equipment Operator	45-46
Roofer	46
Sheet Metal Worker	47
Soft Floor Layer	47
Sprinkler Fitter	48
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	48
Tender to Plasterer and Stucco Mason	48
Testing and Balancing (TAB) Technician	48
Tilesetter/Terrazzo Worker: Hard Tilesetter	48
Tile, Terrazzo, and Marble Finisher	48
Truck Driver	48-49
MAP: Power Equipment Operator, Zone 1	50

Training

OREGON DETERMINATION 2015-01

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

	42.62	19.30			
Firestop Containment Worker	27.76	13.14			

BOILERMAKER

	36.44	28.75			
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BRICKLAYER/STONEMASON
(This trade is tended by "Tenders to Mason Trades")

<u>Area 1</u>	33.88	17.02			
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Reference Counties Area 1

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

(a) North Half

(Add \$1.00 per hour to Fringe for Refractory repair work)

<u>Area 2</u>	32.68	16.65			
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Reference Counties Area 2

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

(b) South Half

(Add \$1.00 per hour to Fringe for Refractory repair work)

CARPENTER

Zone 1 (Base Rate)

Group 1	33.94	14.83
Group 2	34.09	14.83
Group 3	34.44	14.83
Group 4	34.59	14.83
Group 5	34.44	14.83
Group 6	34.94	14.83

CARPENTER (continued)

<u>Group 1</u> (Carpenter Group-I)	<u>Group 2</u> (Carpenter Group-II)
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<u>Group 3</u> (Millwright Group-I)	<u>Group 4</u> (Millwright Group-II)
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<u>Group 5</u> (Bridge & Highway Carpenter)	<u>Group 6</u> (Piledriver)
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Zone Differential for Carpenters
(Add to Zone 1 Base Rate)

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

Zone 1: Projects located within 30 miles of the respective city hall of the cities listed below.
 Zone 2: More than 30 miles but less than 40 miles.
 Zone 3: More than 40 miles but less than 50 miles.
 Zone 4: More than 50 miles but less than 60 miles.
 Zone 5: More than 60 miles but less than 70 miles.
 Zone 6: More than 70 miles but less than 100 miles.
 Zone 7: More than 100 miles.

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	

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	

OREGON DETERMINATION 2015-01

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
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CARPENTER (continued)

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).

Welders receive \$.75/hour above their group's rate.

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")

Zone 1 (Base Rate)

Group 1	29.98	17.79
Group 2	30.58	17.79
Group 3	30.58	17.79
Group 4	31.18	17.79

Zone Differential for Cement Mason

(Add to Zone 1 Base Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	3.00

CEMENT MASON (continued)

Zone 1: Projects located within 30 miles of the respective 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 80 miles.
 Zone 5: More than 80 miles.

Reference Cities for Cement Mason

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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).

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	81.06	14.83
DIVER TENDER	38.43	14.83

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
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

OREGON DETERMINATION 2015-01

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

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

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:

Depth of Dive	Hourly Depth Pay
50-100 ft.	\$1.00 per foot over 50 feet
101-150 ft.	\$1.50 per foot over 100 feet
151-200 ft.	\$2.00 per foot over 150 feet

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

DIVER & DIVER TENDER (continued)

Diver Enclosure Pay (working without vertical escape):

Distance Traveled
In the Enclosure Hourly Enclosure Pay

5-50ft.	\$.50/hr. up to \$4.00 maximum per day
50-100ft.	\$1.13/hr. up to \$9.00 maximum per day
100-150ft.	\$2.13/hr. up to \$17.00 maximum per day
150-200ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$.40 per foot traveled in enclosure.
200-300ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$.80 per foot traveled in enclosure.
300-450ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$.80 per foot traveled in enclosure.
450-600ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$1.60 per foot traveled in enclosure.

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
Zone C	6.00

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	34.23	14.54
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OREGON DETERMINATION 2015-01

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

34.23	14.54
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Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer
 (Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone 2	31-40 miles	.85
Zone 3	41-50 miles	1.25
Zone 4	51-60 miles	1.70
Zone 5	61-70 miles	2.00
Zone 6	71-100 miles	3.00
Zone 7	101 or more	5.00

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	27.60	12.34
Cable Splicer	30.36	12.48

Reference Counties Area 1

Malheur

Area 2

Electrician	38.05	17.82
Cable Splicer	39.95	17.88

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

ELECTRICIAN (continued)

Area 3

Electrician	34.00	14.77
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Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Area 4

Electrician	37.41	17.75
Cable Splicer	41.15	17.86
Lighting Maintenance/ Material Handlers	17.95	8.79

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

Area 5

Electrician	38.75	20.31
Electrical Welder	42.63	20.43
Material Handler/ Lighting Maintenance	22.09	13.14

Reference Counties Area 5

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

(d) North Half

OREGON DETERMINATION 2015-01

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

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
Zone 2	51-70 miles	3.50
Zone 3	71-90 miles	5.50
Zone 4	Beyond 90	9.00

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	30.44	15.70
Cable Splicer	30.44	15.70
Lighting Maintenance and Material Handlers	16.22	8.74

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.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	48.59	33.78
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Reference Counties Area 1

Baker Umatilla Union Wallowa

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC (Continued)

Area 2

Mechanic	48.79	33.92
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Reference Counties Area 2

All remaining Counties

GLAZIER	32.48	18.66
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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

	22.03	10.53
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HIGHWAY/PARKING STRIPER

	33.41	11.08
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IRONWORKER

<u>Zone 1 (Base Rate):</u>	35.85	21.37
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Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	3.75 hr. or \$30.00 maximum per day
Zone 3	6.88 hr. or \$55.00 maximum per day
Zone 4	9.38 hr. or \$75.00 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 of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities

Medford Portland

OREGON DETERMINATION 2015-01

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
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LABORER

Zone 1 (Base Rate):

Group 1	26.43	13.10
Group 2	27.44	13.10
Group 3	22.86	13.10

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.

Zone Differential for Laborers
(Add to Zone 1 Base Rate)

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

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

Zone 2: More than 30 miles but less than 40 miles.
Zone 3: More than 40 miles but less than 50 miles.
Zone 4: More than 50 miles but less than 80 miles.
Zone 5: More than 80 miles.

Reference Cities

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

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

LIMITED ENERGY ELECTRICIAN

<u>Area 1</u>	18.90	8.20
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Reference Counties Area 1

Malheur

<u>Area 2</u>	28.75	14.96
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Reference Counties Area 2

Baker Grant Umatilla Wallowa
Gilliam Morrow Union Wheeler

<u>Area 3</u>	25.95	13.03
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Reference Counties Area 3

Coos Douglas (a) Lincoln
Curry Lane (a)

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

<u>Area 4</u>	27.54	13.33
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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

<u>Area 5</u>	29.75	15.69
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Reference Counties Area 5

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

(d) North Half

OREGON DETERMINATION 2015-01			
TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE

POWER EQUIPMENT OPERATOR (continued)

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).

ROOFER

Area 1*

Roofer	28.03	12.76
Handling coal tar pitch	30.83	12.76
Remove fiberglass insulation	30.83	12.76

Reference Counties Area 1

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

*On all jobs on which coal tar pitch is the basic roofing material or where the old roof being removed is composed of coal tar based material, a rate of pay ten percent (10%) greater than the basic rate of pay shall be paid for all work performed.

OREGON DETERMINATION 2015-01			
TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE

SHEET METAL WORKER

<u>Area 1</u>	37.13	18.65
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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)

<u>Area 2</u>	23.75	16.11
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Reference Counties Area 2

Baker	Malheur
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<u>Area 3</u>	33.33	19.46
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Reference Counties Area 3

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

<u>Area 4</u>	31.17	16.75
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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)

ROOFER (continued)

*All employees engaged in removing fiberglass insulation shall receive a rate of pay ten percent (10%) greater than the employee's basic rate of pay.

Area 2

Roofer	24.19	12.48
Handling coal tar pitch	26.19	12.48
Remove fiberglass insulation	25.69	12.48

Reference Counties Area 2

Benton	Douglas	Lake	Marion
Coos	Harney	Lane	Polk
Crook	Jackson	Lincoln	Yamhill
Curry	Josephine	Linn	
Deschutes	Klamath	Malheur	

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

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

Area 4

Roofers	25.57	10.22
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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	25.38	10.27
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Reference County for Area 5

Morrow

(Add \$3.00 to basic hourly rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER (continued)

<u>Area 5</u>	30.99	17.80
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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)

<u>Area 6</u>	26.56	15.92
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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)

<u>Area 7</u>	28.98	15.72
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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	26.21	14.70
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OREGON DETERMINATION 2015-01				
TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE

SPRINKLER FITTER

Area 1 33.74 20.35

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

Area 2 30.15 20.25

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

TENDERS TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)

28.13 13.10

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

(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDER TO PLASTERER AND STUCCO MASON

28.48 13.50

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

29.99 15.45

(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, alkor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER
22.36 11.69

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

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

2. BRICK AND MARBLE FINISHER
22.36 11.82

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

TRUCK DRIVER

Zone A (Base Rate):

Group 1	26.90	14.37
Group 2	27.02	14.37
Group 3	27.15	14.37
Group 4	27.41	14.37
Group 5	27.63	14.37
Group 6	27.79	14.37
Group 7	27.99	14.37

For the Following 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	

OREGON DETERMINATION 2015-01				
TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE

TRUCK DRIVER (continued)

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

Zone B	.65
Zone C	1.15
Zone D	1.70
Zone E	2.75

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.

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).

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
11.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
12.	Carpentry Plus, Inc. PO Box 998 Boring, OR 97009	May 16, 2013	May 15, 2016
13.	Bernice Coria Castro aka Berenice Coria Castro 2847 Rocky Ridge Ave SE, Salem, OR 97306 2286 Rural Avenue SE, Salem, OR 97302	March 4, 2013	March 3, 2016
14.	James Cauthorn 4790 NW Walnut Blvd. Corvallis, OR 97330	September 25, 2012	September 24, 2015
15.	Diane Marie Cina 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
16.	Andres Castro Coria 2286 Rural Avenue SE Salem, OR 97302	February 25, 2013	February 24, 2016
17.	Timothy Covington 1000 NE 122 nd Street, Suite B-13 Portland, OR 97230	September 17, 2012	September 16, 2017
18.	Rickey Vail Crane dba R & S Excavation 1624 NE 11 th Street Bend, OR 97701	March 28, 2013	March 27, 2016
19.	Shelly Rae Crane dba R & S Excavation 1624 NE 11 th Street Bend, OR 97701	March 28, 2013	March 27, 2016
20.	Cross Town Movers, Incorporated 1400 Bertelsen Road Eugene, OR 97402	October 15, 2013	October 14, 2016
21.	Diamond Concrete, Inc. PO Box 1627 Lake Oswego, OR 97035	April 4, 2014	April 3, 2017
22.	Elite Contract Flooring, LLC 15192 SE Bradford Road Clackamas, OR 97015	March 25, 2014	March 24, 2017

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
23.	Rocky Evans 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017
24.	Eugene B. Graeme 169 SE Cody Lane Madras, OR 97741	May 3, 2012	May 2, 2015
25.	Ground Hawg Environmental, Inc 14520 Mia Garden Drive Happy Valley, OR 97086	January 10, 2013	January 9, 2016
26.	Hard Rock Concrete, Inc. 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017
27.	Robert Harden PO Box 626 Hubbard, OR 97032	February 25, 2013	February 24, 2016
28.	High Mountain Plumbing Company 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
29.	K & O Contracting, LLC 5050 SW 198 th Avenue Aloha, OR 97007	April 11, 2014	April 10, 2017
30.	K & W Erectors, Inc. 36700 NE North Fork Avenue La Center, WA 98629	April 8, 2013	April 7, 2016
31.	John Benjamin Kamph 1113 SW Courtney Laine Drive McMinnville, OR 97128-1017	January 5, 2012	January 4, 2015
32.	Kamph Construction Company, Inc. 1113 SW Courtney Laine Drive McMinnville, OR 97128-1017	January 5, 2012	January 4, 2015
33.	Kemper Drywall, Inc. PO Box 626 4084 Pacific Hwy 99E Hubbard, OR 97032	February 25, 2013	February 24, 2016
34.	Ken-Dee Construction, Ltd. PO Box 822093 Vancouver, WA 98682	February 8, 2012	February 7, 2015
35.	KMS Concrete Construction, LLC 11500 NE 76 th Street A-3, Suite 110 Vancouver, WA 98662	November 22, 2013	November 21, 2016

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
36.	KO Construction, LLC 10736 SE Hwy 212 Clackamas, OR 97015	April 11, 2014	April 10, 2017
37.	Gregory T. Kurahashi 4470 SW Hall Blvd, Suite C Beaverton, OR 97005	March 4, 2013	March 3, 2016
38.	Kurahashi and Associates Company 4470 SW Hall Blvd, Suite C Beaverton, OR 97005	March 4, 2013	March 3, 2016
39.	Michael S. Varner Construction, Inc. PO Box 9416 Bend, OR 97708-9416	February 22, 2012	February 21, 2015
40.	Michelle Delrae Mullins aka Michelle Sutherland aka Michelle Shearer dba Oregon Traffic Solutions 2522 Fort Worth Ave, Apt 113 Dallas, TX 75211-1716 125 SW Kathleen Street Waldport, OR 97394	January 5, 2012	January 4, 2015
41.	Eric James O'Malley PO Box 1627 Lake Oswego, OR 97035 9301 SW Sagert St. Apt 127 Tualatin, OR 97062	April 4, 2014	April 3, 2017
42.	Marnie Leanne O'Malley PO Box 1627 Lake Oswego, OR 97035	May 28, 2013	May 27, 2016
43.	Alex J. Olsen dba BSD Enterprises PO Box 493 11600 1/2 Highway 101 S. Tillamook, OR 97141	April 25, 2012	April 24, 2015
44.	Oregon Traffic Solutions 125 SW Kathleen Street Waldport, OR 97394	January 5, 2012	January 4, 2015
45.	Pok Wan Contracting, Inc. 4790 NW Walnut Blvd. Corvallis, OR 97330	September 25, 2012	September 24, 2015
46.	Portland Tile Contractors, LLC 8781 SE 55 th Avenue Portland, OR 97206 16434 S Harding Road Oregon City, OR 97045	May 31, 2012	May 30, 2015

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
47.	Aaron Powless PO Box 5143 Klamath Falls, OR 97229	October 8, 2012	October 7, 2015
48.	Powless Roofing, Inc. PO Box 5143 Klamath Falls, OR 97229	October 8, 2012	October 7, 2015
49.	Pro Core Concrete Construction, Inc. 875 N Hwy 99W Dundee, OR 97115	March 15, 2013	March 14, 2016
50.	Quality Building Services, Inc. PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	August 27, 2012	August 26, 2015
51.	RC Landworks, Inc. PO Box 232 Boring, OR 97009 21822 SE Bohna Park Road Damascus, OR 97089	May 15, 2012	May 14, 2015
52.	Right Choice Underground, LLC 14630 NE Springbrook Road Newberg, OR 97132	November 26, 2012	November 25, 2015
53.	Marco Antonio Rojas 8855 SE 172 nd Avenue Happy Valley, OR 97086	April 11, 2014	April 10, 2017
54.	Mauricio Rojas-Osornio 9006 SE Augustine Court Happy Valley, OR 97086	April 11, 2014	April 10, 2017
55.	Terry Rand Ross 18598 SW Mount Adams Loop Powell Butte, OR 97753-1652	March 29, 2012	March 28, 2015
56.	Terrence Samuel PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	August 27, 2012	August 26, 2015
57.	Michelle Shearer aka Michelle Sutherland aka Michelle Delrae Mullins dba Oregon Traffic Solutions 2522 Fort Worth Ave, Apt 113 Dallas, TX 75211-1716 125 SW Kathleen Street Waldport, OR 97394	January 5, 2012	January 4, 2015

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
58.	Mike Somerville 1400 Bertelsen Road Eugene, OR 97402	October 15, 2013	October 14, 2016
59.	Stellar Services, Inc. 2286 Rural Avenue SE Salem, OR 97306	February 25, 2013	February 24, 2016
60.	Su Casa Builders, LLC 380 Boone Road SE Salem, OR 97306	July 2, 2013	July 1, 2016
61.	Sun Triangle Painting, LLC 3422 Monarch Drive NE Salem, OR 97301	December 15, 2013	December 14, 2016
62.	Michelle Sutherland aka Michelle Delrae Mullins aka Michelle Shearer dba Oregon Traffic Solutions 2522 Fort Worth Ave, Apt 113 Dallas, TX 75211-1716 125 SW Kathleen Street Waldport, OR 97394	January 5, 2012	January 4, 2015
63.	Michael S. Varner PO Box 9416 Bend, OR 97708-9416	February 22, 2012	February 21, 2015
64.	Venetian Terrazzo Co., LLC 845 NW Dunbar Ave. Suite #114 Troutdale, OR 97060 29776 Crown Z Road Scappoose, OR 97056	August 21, 2012	August 20, 2015
65.	WCI Construction, LLC 169 SE Cody Lane Madras, OR 97741	May 3, 2012	May 2, 2015
66.	Willamette Plumbing and Mechanical, LLC 1311 Doaks Ferry Road NW 1485 West Meadows Salem, OR 97304	February 3, 2014	February 2, 2017
67.	Russell T. Williams PO Box 232 Boring, OR 97009 21822 SE Bohna Park Road Damascus, OR 97089	May 15, 2012	May 14, 2015
68.	Vincent Wilson 1087 Lewis River Road, #2741 Woodland, WA 98674	April 8, 2013	April 7, 2016

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2015

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
69.	Wrangler Construction, Inc. 169 SE Cody Lane Madras, OR 97741	May 3, 2012	May 2, 2015

BRAD AVAKIAN, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES

PREVAILING WAGE RATE FORMS

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



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

**INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE
PAYROLL/CERTIFIED STATEMENT FORM (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' 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 the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

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 Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

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 the Bureau of Labor and Industries publications 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**



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.

Notice of Public Works – Page 2

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 privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and \$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 • pwemail@boli.state.or.us

The 2014 edition of the *Prevailing Wage Rate Laws* handbook is available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, the Bureau of Labor and Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/BOLI/WHD/PWR/docs/pwrsched.pdf>.

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the bureau's PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

- Please send me the 2014 edition of the *Prevailing Wage Rate Laws* handbook.
- Please add me to the mailing list to receive information about BOLI PWR seminars.
- Please add me to the e-mailing list to receive information about BOLI PWR seminars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

Training

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WEB SITE ADDRESSES

Addenda Letters (00120.30):

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

Notice of Intent to Award (00130.10):

http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Pages/Notice_of_Intent.aspx

Training

Training

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

CONSOLIDATED SPECIAL PROVISIONS

As the preparer of the consolidated specifications for this Project I acknowledge compliance with the "*Modified Exemption from DOJ Legal Sufficiency Review and Approval for ODOT Highway Construction Contracts*" dated July 11, 2008.

By:

Michael Garbath

Date:

December 23, 2014

Training

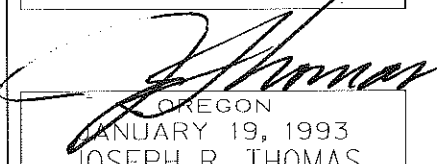
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p> <p>REGISTERED PROFESSIONAL LAND SURVEYOR</p>  <p>OREGON JANUARY 19, 1993 JOSEPH R. THOMAS 02598PLS</p> <p>EXPIRES 6/30/2016</p> <p>Date Signed: <u>1/2/15</u></p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Survey . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00305</p>
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Training

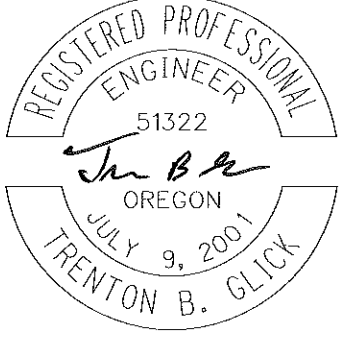
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: JUNE 30, 2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Electrical . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00950, 00960, 00962, 00963, 00990, 02010, 02050, 02925, 02926</p>
<p>Date Signed: <u>1/13/15</u></p>	

Training

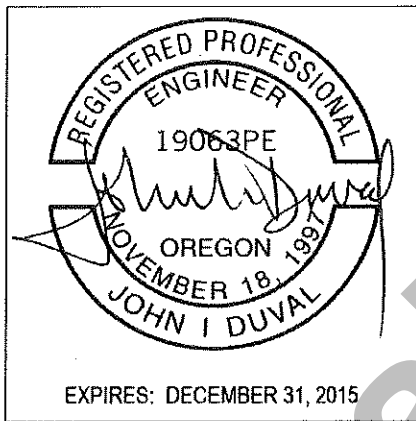
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

 <p>REGISTERED PROFESSIONAL ENGINEER 19063PE OREGON NOVEMBER 18, 1997 JOHN I DUVAL</p> <p>EXPIRES: DECEMBER 31, 2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Pavements. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00331, 00350, 00610, 00620, 00641, 00730, 00745, 02320</p>
<p>Date Signed: <u>12-23-2014</u></p>	

Training


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>RENEWAL DATE: 12-31-2016</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Signage . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00840, 00905, 00910, 00920, 00930, 00940, 02010, 02050, 02560</p>
<p>Date Signed: <u>12-23-14</u></p>	

Training


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: 12-31-2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00225, 00280, 00310, 00330, 00390, 00405, 00440, 00442, 00445, 00470, 00490, 00495, 00738, 00759, 00810, 00840, 00850, 00865, 00867, 01030, 01050, 02010, 02050, 02450,</p>
<p>Date Signed: <u>12/23/2014</u></p>	

Training

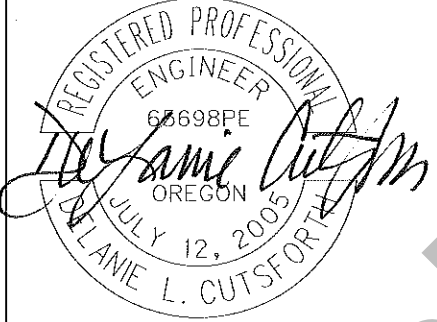
OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: 12-31-2015</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Water Quality Facilities . Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00842, 01011, 01012</p>
<p>Date Signed: <u>12/23/2014</u></p>	

Training

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on the I-5: Exit 61 (Louse Creek) Interchange Improvemnts Section of the Pacific Highway in Josephine County:

1. Install temporary traffic control.
2. Perform clearing and grubbing and general excavation .
3. Install storm drainage system.
4. Perform cold plane pavement removal.
5. Install aggregate base.
6. Install HMAC.
7. Install permanent pavement markings, guardrail and signage.
8. Install traffic signal, modify existing signal and install video detection.
9. Construct water quality swale.
10. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Federal-Aid Project.

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

**SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND
DEFINITIONS**

Comply with Section 00110 of the Standard Specifications modified as follows:

00120.20 Definitions - Replace the "Bid Booklet" definition with the following definition:

Bid Booklet - The version that can be accessed and printed from the ODOT Bidding Information Distribution System (eBIDS) website, which contains the information identified in 00120.10, or the computer-generated electronic version that is available from the BidExpress® website.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.01 General Bidding Requirements - In the paragraph that begins "Bidders may obtain and submit..." replace the first sentence with the following sentence:

Bidders may submit Bids by paper or through the internet (electronic).

00120.05 Request for Plans, Special Provisions, and Bid Booklets Replace this entire subsection with the following subsection:

00120.05 Request for Plans, Special Provisions, and Bid Booklets:

(a) Informational Plans and Special Provisions - Informational Project Plans and Special Provisions are available, free of charge, on the ODOT Electronic Bidding Information Distribution System (eBIDS) website identified in the Notice to Contractors available on the ODOT Procurement Office - Construction Contracts Unit website.

(b) Bidding Plans, Special Provisions, and Bid Booklets - Bidders may submit either paper Bids or electronic Bids.

(1) Paper Bids - Bidders choosing to submit paper bids shall access and print Plans, Special Provisions, and Bid Booklets from the ODOT eBIDS website. Bidders obtaining Plans, Special Provisions, and Bid Booklets must register on ODOT's list of "Holders of Bidding Plans". Bids will be considered responsive only if Bidders are registered as "Holders of Bidding Plans".

(2) Electronic Bids - Bidders choosing to submit electronic Bids shall use the computer-generated electronic Bid Booklet from the BidExpress® website. In addition, Bidders shall access and print Plans and Special Provisions from the ODOT eBIDS website. Bidders obtaining Plans and Special Provisions must register on ODOT's list of "Holders of Bidding Plans". Bids submitted through BidExpress® will be considered responsive only if Bidders are registered as "Holders of Bidding Plans".

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

Grading, Paving, Signals
I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Pacific Highway
Josephine County
February 2015

00120.10 Bid Booklet - Replace the paragraph that begins "Depending on the Class of Project..." with the following paragraph:

Depending on the Class of Project, other certificates or statements may be included within the Bid Section. Plans, Specifications, and other documents referred to in the Bid Section will be considered part of the Bid.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Replace the paragraph that begins "Addenda may be downloaded..." with the following paragraph:

Addenda may be downloaded from the Agency's website. Bidders shall be responsible for checking the Agency website for Addenda. Bidders should check the website weekly until the week of Bid Closing and daily the week of Bid Closing.

00120.40(a-1) Paper Bids - Replace this subsection, except for the subsection number and title, with the following:

For Bids submitted by paper, the Bidders shall not alter, in any manner, the (paper) documents within the Bid Section that are accessed and printed from the ODOT eBIDS website. Bid Sections obtained from BidExpress® shall not be substituted for paper Bid Sections. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink, except for changes submitted by facsimile (FAX) transmission as provided by 00120.60 (in which case FAX signatures shall be considered originals).

The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid

Booklet, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

00120.40(f) Disclosure of First-Tier Subcontractors - Replace this subsection, except for the subsection number and title, with the following:

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure

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identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid (See 00120.05(b-1)) either:

- By filling out the Subcontractor Disclosure Form printed from the Bid Booklet on the ODOT eBIDS website and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By printing it from the Bid Booklet on the ODOT eBIDS website, filling it out and submitting it separately to the ODOT Procurement Office, Procurement Manager at the address or FAX number given in the Bid Booklet; or
- By using the form provided on the Agency's website identified in the Bid Booklet on the ODOT eBIDS website and pressing the submit button on the form.

The Subcontractor Disclosure Form may be submitted for an electronic Bid (See 00120.05(b-2)) either:

- By filling out the Subcontractor Disclosure Form included as a file in the electronic Bid Booklet and submitting it together with the Bid, using the BidExpress® website, at the time designated for receipt of Bids;
- By printing it from the Bid Booklet on the ODOT eBIDS website, filling it out and submitting it separately to the ODOT Procurement Office, Procurement Manager at the address or FAX number given in the Bid Booklet; or
- By using the form provided on the Agency's website identified in the Bid Booklet on the ODOT eBIDS website and pressing the submit button on the form.

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the ODOT Procurement Office - Construction Contracts Unit within 2 working hours of the time designated for receiving Bids.

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

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

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Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.70 Rejection of Nonresponsive Bids Replace the bullet that begins "The Bid is submitted on documents..." with the following bullet:

- The Bid is submitted on documents not obtained directly from the ODOT eBIDS website or from BidExpress®, or is submitted by a Bidder who is not registered on ODOT's "Holders of Bidding Plans" list, as required by 00120.05.

Add the following bullet to the end of the bullet list:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.95 Opportunity for Cooperative Arrangement - Replace this subsection with the following subsection:

00120.95 Opportunity for Partnering Agreement - The Agency will offer the Contractor and its Subcontractors an opportunity to enter into a partnering agreement structured to take advantage of the strengths of each organization. The objective of the partnering agreement is the effective and efficient completion of the Work, on time and to a standard of quality that will be a source of pride to both the Agency and the Contractor. Participation in the program is voluntary and is not a condition for Award. An offer to participate should not be included in Bid or Proposal materials. An election for a partnering agreement will be included with the Contract Documents to be executed by the successful Bidder.

It is intended that the partnering agreement will result in informal agreements that will allow the Contract requirements to be achieved effectively and efficiently by both the Contractor and the Agency.

The Agency will make all arrangements for the orientation workshop and will bear the costs of the workshop including meals, facilitator, and workshop materials. The Agency and the Contractor will bear the salary, transportation, lodging, and other costs of their own personnel. The orientation workshop may include key Agency personnel, other stakeholders, key Contractor personnel and key Subcontractor personnel. Generally, workshops are limited to about 20 participants. Participants will not be available for other duties during this period.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

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SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.05 Cooperative Arrangements - Replace this subsection with the following subsection:

00150.05 Partnering Agreement - The Contractor may enter into a voluntary partnering agreement with the Agency for the Work covered by this Contract. Some elements of this arrangement are described in 00120.95. The Contractor may exercise the election to enter into a partnering agreement by signing and returning the form provided with the Notice of Award. If the Contractor elects to enter into a partnering agreement, this form must be returned no later than the time that the Contractor returns the signed Contract to the Agency. This form does not need to be returned if the Contractor does not wish to enter into a partnering agreement. Entering into a partnering agreement does not constitute nor create a legal partnership, joint venture, other legal Entity, or legal relationship between the Contractor and the Agency.

No partnering agreement shall replace, modify, or suspend the terms of the Contract.

If the partnering agreement alternative is selected:

- Within 5 Calendar Days of receipt of the signed form by the Agency, the Contractor and the Engineer will identify the key personnel who will participate in the orientation workshop. Key personnel should include key Subcontractors and other stakeholders. The Agency will arrange the workshop time and location.
- It is intended that the partnering agreement will result in informal agreements that establish an environment of cooperation between the Contractor and the Agency.
- A working arrangement for the Contractor and the Agency will be developed and, if agreed at the workshop, committed to writing.
- Either the Contractor or the Agency may withdraw from the partnering agreement upon written notice to the other. However, no claim or dispute settled or change approved during the existence of the partnering agreement shall be revived.
- The sole remedy for nonperformance of the partnering agreement shall be the ability to withdraw from the partnering agreement as stated in the paragraph immediately above.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

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Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.50(e) Notification - Add the following paragraph to the end of this subsection:

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name and Phone Number
1. Avista Utilities	Denny Ford - (541) 840-9167 Denny.Ford@AvistaCorp.com
2. City of Grants Pass (Water & Sewer)	Fred Saunders - (541) 450-6090 FredSaunders@GrantsPassOregon.gov

The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates (times): The Contractor shall contact the Engineer to view the approved Utility Relocation Plan:

Utility	Estimated Completion Date (Time)
3. Charter Communications Brad Dill - (541) 500-8960 Brad.Dill@Charter.com 926 S. Grape St. Medford, OR 97501 Christopher Palmer – (541) 210-6295 Christopher.Palmer@Charter.com	Concurrent with Construction

Notify, in writing, Charter and the Engineer at least 14 Calendar Days (2 weeks) before beginning signal removal and installation at STA. "C" 15+25 Rt. Charter may require an On-Site representative at no cost to the Contractor for monitoring purposes.

The current height of Charter Communications' line at STA. "C" 15+27 Rt. is approximately 28' from the ground at the signal location. The existing signal pole and mast arm at this location will be replaced as part of this project. Charter

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Communications' relocation work is complete and no further relocations are planned as part of this project.

4. CenturyLink Concurrent with Construction
Roxanne Weightman - (541) 776-8256
Roxanne.Weightman@CenturyLink.com
150 W. Stewart Ave., Rm. 4
Medford, OR 97501

Notify, in writing, CenturyLink and the Engineer at least 14 Calendar Days (2 weeks) before beginning guardrail post installation. See 00810.90 for payment of the extra costs for hand dug holes.

Obtain written approval from CenturyLink for excavating within 10 feet of a buried fiber optic communications cable. CenturyLink may require an On-Site representative at no cost to the Contractor for monitoring purposes. Provide the Engineer a copy of the written approval before beginning work.

Notify, in writing, CenturyLink and the Engineer at least 7 Calendar Days (1 week) before beginning paving operations within 10 feet of communication vaults. Allow CenturyLink 7 Calendar Days (1 week) to complete readjustment work.

5. Hunter Communications Concurrent with Construction
Micah Sinclair - (541) 414-1423
MSinclair@HunterFiber.com
801 Enterprise Drive
Central Point, OR 97502

Notify, in writing, Hunter Communication and the Engineer (Benjamin.D.King@odot.state.or.us) at least 14 Calendar Days (2 weeks) before beginning signal removal and installation at STA. "C" 15+25 Rt. Hunter may require an On-Site representative at no cost to the Contractor for monitoring purposes.

The current height of Hunter Communications' line at STA. "C" 15+27 Rt. is approximately 28' from the ground at the signal location. The existing signal pole and mast arm at this location will be replaced as part of this project. Hunter Communications' relocation work is complete and no further relocations are planned as part of this project.

6. PacifiCorp Concurrent with Construction
William Evens - (541) 955-7903
WilliamEvens@PacifiCorp.com
1420 Williams Hwy
Grants Pass, OR 97527

Energized power lines are located within the project limits. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from PacifiCorp and will require an On-Site safety watcher at no cost to the Contractor. Provide Engineer with a copy of the written approval of exception before beginning work.

The current height of the neutral power line at STA. "C" 15+27 Rt. is approximately 37' from the ground at the signal location. The existing signal pole and mast arm at this

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location will be replaced as part of this project. PacifiCorp's relocation work is complete and no further relocations are planned as part of this project.

Notify, in writing, PacifiCorp and the Engineer at least 14 Calendar Days (2 weeks) before beginning Work on the Project.

7. ODOT Electrical Supervisor Concurrent with Construction
Terrie Moxley – (541) 471-3802
Terrie.L.Moxley@odot.state.or.us
345 NE Agness Ave.
Grants Pass, OR 97526

Notify in writing, the ODOT Electrical Supervisor, Terrie Moxley (Terrie.L.Moxley@odot.state.or.us) at least 14 Calendar Days (2 weeks) before beginning Work on the Project to coordinate all ODOT owned electrical facility relocations.

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid..." with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

00150.80 Removal of Unacceptable and Unauthorized Work - Replace the paragraphs that begin "The Agency will not pay..." and "If, when ordered by..." with the following two paragraphs:

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.01(a) All Materials - Add the following paragraphs to the end of this subsection:

The Contractor shall identify if the material source is a DBE or non-DBE. For DBE suppliers, the Contractor shall identify an estimated value of the materials to be supplied. For any committed DBE supplier, the Contractor shall submit a copy of the materials purchase order or supply agreement. For non-committed DBE suppliers, when the

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estimated value is over \$10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

Add the following subsection:

00170.06 Federal-Aid Participation - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

Add the following subsection:

00170.10(g) Paid Summary Report - 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.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

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.

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

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

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

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20 Subcontracting Limitations - Replace this subsection, except for the subsection number and title, with the following:

(a) General - The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits

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payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(d-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

(1) Trucking Services Agreement - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

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(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for committed DBE's that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(e) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
In-water Work Restrictions	00290.34(a)
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

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00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

Add the following subsection:

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

(1) The Contractor shall complete all Work to be done under the Contract, except for signal installation, water quality swale, bioretention pond and permanent seeding, not later than August 27, 2015.

(2) The Contractor shall complete all Work to be done under the Contract , except for seeding establishment, not later than October 10, 2015.

00180.85(b) Liquidated Damages - Add the following paragraphs to the end of this subsection:

There are two daily amounts of liquidated damages on this Project as follows:

Liquidated damages for failure to complete the Work on time required by 00180.50(h-1) will be \$ 800 per Calendar Day *. Liquidated damages for failure to complete the Work on time required by 00180.50(h-2) will be \$ 800 per Calendar Day *. If liquidated damages should become payable concurrently under the combination of 00180.50(h-1) and (h-2), liquidated damages will be \$ 800 per Calendar Day *.

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

Add the following subsection:

00180.85(c) Lane Closures and Rolling Slowdown Closures - Lane closures and rolling slowdown closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e) (or 00220.40(f)). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e) (or 00220.40(f)). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated

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damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20(d) Inspections - Replace the bullet list with the following bullet list:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- As otherwise required by the Oregon Department of Agriculture, or an analogous regulatory body for scales located outside the State; and
- When the Engineer directs additional inspections.

00190.20(f-2) Scale Without Automatic Printer - Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph to the end of this subsection:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications 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.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64 22 asphalt cement furnished by Poten & Partners, Inc. If no portion of the Project Site is within the boundaries of ODOT Maintenance Districts 13 or 14, the MACMP will be based on the average prices for the

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Pacific Northwest, Portland Oregon area. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the average prices for the Boise Idaho area. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/Pages/asphalt_fuel.aspx

If the Agency selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The Base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the bid opening date.

(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:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:
Adjustment Factor = (MACMP) - (0.95 x Base)

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

PG 64-22 Asphalt in ACP

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

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SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

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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 Public Safety and Mobility - Add the following bullet to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a travel lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.

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

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

Pacific Highway (I-5):

- 7:00 p. m. and 11:00 a. m. Monday through Friday

Northbound Ramps:

- Maintain one lane of traffic at all times

Merlin Rd. and Highland Ave.:

- Maintain one lane of traffic at all times

00220.40(f) Limited Duration Ramp Closure - The Contractor will be permitted to close the northbound off ramp of the Pacific Highway (I-5) at Exit 61 for 5 consecutive calendar days as needed for ramp construction. Ramp closure is not allowed after midnight on June 10, 2015.

Recording of the elapse of Calendar Days will begin on the day the Contractor first impacts traffic on the northbound off ramp by closing shoulders or travel lanes.

Complete all construction of the ramp, except for permanent striping, during the 5 day closure.

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The ramp closure will not be allowed until the area and the detour are signed according to the TCP and the requirements of Section 00225.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements - Add the following to the end of this subsection:

Install a Type "W8" "PROJECT IDENTIFICATION" (CG20-8-48) sign with a "KEEPING OREGON ON THE MOVE" rider on the Pacific Highway. Place the sign according to sign spacing "A" from the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. The Engineer will determine the sign legend.

Install "ROAD WORK AHEAD" (W20-1-48) signs with "FINES DOUBLE" (R2-6-36) rider on the Pacific Highway, according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.

Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

00225.17 Flagger Station Lighting - Add the following paragraph to the end of this subsection:

In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

(7) Water Quality:

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- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- 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 sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Project Manager, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area within the ordinary high water (OHW) elevation that is shown on the plans.

00290.34(b) Prohibited Operations - Add the following bullets to the end of the bullet list:

- Allow entry within the Regulated Work Area.
- Allow equipment to enter or work in or on the water.

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Add the following subsection:

00290.34(c) Fish Protection Measures Required by Environmental Permits:

(1) General Equipment Requirements - Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State and U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state and U.S.
- Do not cross directly through a stream for construction access, unless shown or approved.
- Do not apply surface fertilizer within 50 feet of any stream channel.

(5) Site Restoration - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate or additional payment will be made for orange plastic mesh fencing.

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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 the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>

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".

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.

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SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

00330.41(a-4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

Excess excavated material from the project site shall be used to construct the Waste Site as shown on sheet 2B-5. Do not haul this material off site.

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

00330.42(c-3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.91(d) General Excavation - Delete the bullet that begins "Includes unsuitable material...".

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

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

00350.10 Materials - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

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Geotextile	Certification	
	Level A	Level B
Riprap, Type 1		X
Subgrade	X	

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

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SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00460 - PAVED CULVERT END SLOPES

Comply with Section 00460 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

00470.10 Materials -

Replace the subsection reference for "Precast Concrete Manholes, Catch Basins and Inlets..." with "02450".

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.90 Payment - Replace the paragraph that begins "Item (f) applies to manholes..." with the following paragraph:

Item (f) includes providing and installing the manholes and all work associated with installing the manholes over existing sewers.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

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SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

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:

Traffic will be allowed on the cold planed surface up to 14 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 00195.20.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

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SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00738 - SAFETY EDGE

Section 00738, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00738.00 Scope - This work consists of furnishing and placing a consolidated sloped pavement edge treatment, known as a safety edge, constructed monolithically with the pavement as shown.

Materials

00738.10 Materials - Construct the safety edge using the same material used to construct the adjoining pavement.

Equipment

00738.20 Safety Edge Device - Attach a device to the asphalt concrete paver screed that confines the asphalt concrete at the end gate and extrudes the asphalt concrete in a wedge shape onto the roadway shoulder. The safety edge device compacts a wedge between the ratios 1:1 1/2 and 1:2, providing a uniform texture and shape, adjusts to varying paving thicknesses, and allow for transitions for cross roads, driveways, and obstructions. Brief stops of the paving machine to adjust the safety edge device at transitions are allowed. A single plate strike off is not allowed.

Use a safety edge device manufactured by Transtech Systems, Inc; Advant-Edge Paving Equipment, LLC; Carlson Paving Products; Troxler Electronic Laboratories, Inc; or a similar device that produces the same wedge consolidation results. If a similar device is used, provide proof the device has been used on previous projects with acceptable results or construct a test section meeting the requirements of 00738.47

Construction

00738.40 Asphalt Concrete Density Adjacent to Safety Edge - Compact asphalt concrete pavement adjacent to the safety edge according to Sections 00743, 00744 or 00745. No additional compaction of the safety edge is required.

00738.43 Handwork - Short sections of handwork where the safety edge transitions at locations such as driveways, intersections, interchanges, and bridges are allowed.

00738.47 Test Section - At the beginning of the paving operation, construct one initial test strip of asphalt pavement at least 0.1 mile but not more than 0.2 mile in length at the

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specified paving width. Safety edge is evaluated for wedge ratio, compaction, texture, and shape to the satisfaction of the Engineer.

The initial test strip is waived if the safety edge device is manufactured by one of the companies listed in 00738.20 or a device that is proven to the satisfaction of the Engineer.

Measurement

00738.80 Measurement - No measurement of quantities will be made for safety edge.

Payment

00738.90 Payment - No separate or additional payment will be made for safety edge. Payment will be included in payment for the appropriate items under which this work is required.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

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

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 top base course before opening to traffic. Traffic will be allowed on the top base course up to 30 Calendar Days.

Before beginning wearing course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

00745.80 Measurement - The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.75.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

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SECTION 00810 - METAL GUARDRAIL

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

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

Contact the Engineer and the appropriate utilities 72 hours before beginning hand digging guardrail post holes.

00810.90 Payment - Add the following pay item:

- (j) Extra for Hand Dug Guardrail Post Holes Each

In item (j) the extra costs for hand dug holes are costs that are not covered and included in the unit price for one or more of the other listed pay items.

Payment for item (j) performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the work, payment for the additional work will be made according to 00195.20.

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

SECTION 00842 - FACILITY IDENTIFICATION MARKERS

Comply with Section 00842 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications.

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SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

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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 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Material	Quantity
Triangular Base Breakaway	Concrete	3.1 cu. yd.

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
Signal Pole Mounts	1,137.7
Secondary Sign Mounts	427.5
Triangular Base Breakaway	1,402.4

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SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

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(s) to be removed under this Contract include:

Portions of the traffic signal at Merlin Rd.- Monument Dr. intersection as shown.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

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

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

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

00962.02 Calculations and Drawings - Replace the bullet list with the following bullet list:

- Prequalified manufacturing shop drawings.
- Calculations and shop drawings for all standard poles that do not have prequalified manufacturing shop drawings.
- Calculations and shop drawings for all nonstandard poles that do not have prequalified manufacturing shop drawings.
- Calculations and installation drawings for all nonstandard pole foundations that do not have details shown.

00962.05(a) Traffic Signal Mast Arm Supports - Add the following to the end of this subsection:

The following standard traffic signal mast arm pole drawings are prequalified for use on the Project:

Northwest Signal Supply

Drg. NWS4506 sh 1, 3/10/10

Drg. NWS4506 sh 2, 3/10/10

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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 sh 1, Rev. B, 3/12/03 Drg. DB00386 sh 2, Rev. B, 3/12/03 Drg. DB00386 sh 3, Rev. B, 3/12/03 Drg. DB00387 sh 1, Rev. B, 3/12/03 Drg. DB00387 sh 2, Rev. B, 3/12/03

00962.46(j-3) Bolt Inspection - Replace the paragraph that begins "Top surface of bolts or rods..." with the following paragraph:

Top surface of bolts or rods that are not flush or do not extend beyond the top of the nut requires the rejection of the installation.

SECTION 00963 - SIGNAL SUPPORT DRILLED SHAFTS

Comply with Section 00963 of the Standard Specifications.

SECTION 00990 - TRAFFIC SIGNALS

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

00990.43(b-5) Resistance Testing - Replace the bullet list with the following bullet list:

- Before splicing and sealing – continuity test
- Before splicing after sealing – resistance test
- After splicing and sealing – resistance test

00990.43(c) Video Detection Systems - Add the following paragraph to the end of this subsection.

Use video detection systems from the ODOT "Green Sheet".

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00990.90 Payment -

Replace pay items (a) and (b) with the following pay items:

- (a) Traffic Signal Installation, _____ Lump Sum
- (b) Traffic Signal Modification, _____ Lump Sum

Add the following paragraph before the paragraph that begins "Item (a) includes furnishing...":

In items (a) and (b), the intersection location will be inserted in the blank.

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SECTION 01011 - STORMWATER CONTROL, PONDS

Section 01011, which is not a Standard Specification, is included for this Project by Special Provision.

Description

01011.00 Scope - This work consists of furnishing and installing stormwater ponds as shown.

Materials

01011.10 Materials - Furnish material meeting the following requirements:

Concrete	00440
Drainage Geotextile, Type 1, Certification Level B	02320
Facility Field Markers	00842.10
Manholes, Catch Basins, and Inlets	00470.11
Drain Pipe	00430.10
Granular Drain Backfill Material	00430.11
Storm Sewer Pipe	00445.11
Earthwork	00330
Plant Plugs	01040

01011.11 Porous Pavers - Furnish Medium Duty porous pavers from the QPL.

01011.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

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Construction

01011.40 General - Construct storage facility as shown. Perform excavation and fine grading work only when the facility area is dry and only from the top of the pond area. Do not stockpile material in the facility area.

01011.42 Bioretention Pond:

- (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 unless otherwise directed.
- (c) **Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.
- (d) **Inspection and Repair** - Place Type 2 water quality mixture only after all 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 water quality mixture in maximum 12 inch lifts. Compact each lift by using a water filled roller.

01011.43 Facility Field Markers - Install field markers as shown and according to Section 00842.

01011.44 Earthwork – Perform earthwork according to the requirements of Section 00330.

01011.45 Plant Plugs – Install plant plugs according to the requirements of subsection 01040.41 and subsection 01040.49.

Maintenance

01011.70 Cleaning - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

Measurement

01011.80 Measurement - No measurement of quantities will be made for work performed under this Section. The estimated quantities of materials are:

Bioretention Pond D00424 Quantities:

Item	Quantity
Excavation	504 Cu. Yd.
Embankment.....	472 Cu. Yd.
Drainage Geotextile, Type 1	19 Sq. Yd.
Inlet, Type D	1 Each
Inlet, Type D, Modified	1 Each
Granular Drain Backfill.....	1.5 Cu. Yd.

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Water Quality Mixture	134 Cu. Yd.
Plant Plugs	4,800 Each
Concrete Storm Sewer Manhole, Modified.....	1 Each
12 Inch Storm Sewer Pipe	37 Foot
6 Inch Subsurface Drain Pipe	19 Foot
Porous Pavers	2,400 Sq. Ft.

Payment

01011.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the items:

Pay Item	Unit of Measurement
(a) Bioretention Pond, _____	Lump Sum

The drainage facility identification number will be inserted in the blank.

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 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION
SWALE**

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

Description

01012.00 Scope - This work consists of furnishing and installing a water quality biofiltration swale as shown.

Materials

01012.10 Materials - Furnish material meeting the following requirements:

Facility Field Markers	00842.10
Granular Drain Backfill Material	00430.11
Matting, Type F	QPL
Plant Plugs	01040

01012.11 Porous Pavers - Furnish Medium Duty porous pavers from the QPL.

01012.12 Water Quality Mixture - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

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Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60
No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

01012.13 Plastic Board - Furnish plastic board meeting the following requirements:

- Is HDPE or LDPE consisting of 50 percent overall recycled content, of which 50 percent is consumer material.
- Does not contain paper, foil, or wood.
- Smooth and free of splinters.
- Includes an ultra-violet inhibitor.
- Is consistent in color from piece to piece.
- Contains no more than 3 percent air voids.

Construction

01012.40 General - Construct water quality biofiltration swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Scarify the subsoil area a minimum 12 inches deep. After scarification, place the water quality mixture in maximum 12 inch lifts. Compact each lift with a water filled landscape roller.

01012.41 Facility Field Markers - Install field markers as shown and according to Section 00842.

01012.42 Plant Plugs – Install plant plugs according to the requirements of subsection 01040.41 and subsection 01040.49.

Maintenance

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

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

Measurement

01012.80 Measurement - No measurement of quantities will be made for work performed under this Section. The estimated quantities of materials are:

Water Quality Swale D00423 Quantities:

Item	Quantity
Excavation	23 Cu. Yd.
Matting, Type F.....	312 Sq. Yd.
1 1/2" – 3/4" Granular Drain Backfill	2.5 Cu. Yd.
Water Quality Mixture	23 Cu. Yd.
Plant Plugs	800 Each
Plastic Board Flow Spreader.....	30 Foot
Porous Pavers	600 Sq. Ft.

Payment

01012.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Water Quality Swale, _____".

The drainage facility identification number will be inserted in the blank.

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:

- **Permanent Seeding:**

Botanical Name (Common Name)	PLS (lb/acre)	÷	(% Purity (minimum)	x	% Germination) (minimum)	=	Amount (lb/acre)
Achillea millefolium (Yarrow)	<u>2</u>		—		—		—
Bromus carinatus (California Brome)	<u>8</u>		—		—		—
Hordeum brachyantherum (Meadow Barley)	<u>5</u>		—		—		—
Elymus glaucus (Blue wildrye)	<u>8</u>		—		—		—
Lupinus polyphyllus			—		—		—

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

(Large leaf lupine)	<u>5</u>	_____	_____	_____
Eschscholzia californica				
(California poppy)	<u>2</u>	_____	_____	_____
Danthonia californica				
(California oatgrass)	<u>5</u>	_____	_____	_____
Regreen sterile wheat				
(wheat X wheatgrass hybrid)	<u>10</u>	_____		
* Oregon Certified Seed				

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

Training

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

SECTION 02010 - PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications modified as follows:

02010.20 Blended Hydraulic Cement - Replace the paragraph that begins “Blended hydraulic cement...” with the following paragraph:

Blended hydraulic cement shall be either Type IS-Portland blast-furnace slag cement, Type IP-Portland-pozzolan cement, or Type IT-ternary blended cement according to AASHTO M 240, modified as follows:

Add the following paragraph to the end of this subsection:

Furnish blended hydraulic cement from the QPL.

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for liquid compounds, polyethylene films, and curing blankets used to cover concrete and other surfaces to retain moisture and to cure.

02050.40 Liquid Evaporation Reducer Compounds - Delete this subsection.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values - Replace Table 02320-1 through Table 02320-6 with the following tables:

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
Grading, Paving, Signals**

Table 02320-1 Geotextile Property Values for Drainage Geotextile^{1, 2}

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50
¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. ² Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

Table 02320-2 Geotextile Property Values for Riprap Geotextile^{1, 2}

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements			
			Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70
¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table. ² Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.						

**I-5: Exit 61 (Louse Creek) Interchange Improvemnts
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Table 02320-3 Geotextile Property Values for Sediment Fence ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements		
			Supported	Unsupported	
			—	Elongation ² ≥ 50%	Elongation ² ≤ 50%
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

² Measured according to ASTM D 4632.

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	68	41
Puncture Strength (minimum)	D 6241	lb	371	223
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

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Table 02320-5 Geotextile Property Values for Embankment Geotextile ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile ¹

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements
			Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8
Melting Point (minimum)	D 276	°F	300

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02450 - MANHOLES AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

Add the following Subsection:

02450.15 Precast Concrete Catch Basins and Inlets - Furnish precast concrete catch basins and inlet conforming to the requirements of ASTM C 913.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30 Tie Rods and Anchor Bolts - Replace this subsection with the following subsection:

02560.30 Tie Rods, Anchor Bolts, and Anchor Rods:

(a) Steel Tie Rods, Anchor Bolts, and Anchor Rods - Steel tie rods, anchor bolts, and anchor rods shall conform to: AASHTO M 314, Grade 36 or 55; ASTM F 1554, Grade 36 or 55.

(b) High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods - High-strength tie rods, high-strength anchor bolts, and high-strength anchor rods shall conform to: AASHTO M 314, Grade 105; ASTM F 1554, Grade 105; or ASTM A 449, Type 1.

(c) Nuts - Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, High-Strength Anchor Bolts, and High-Strength Anchor Rods:

- All - Heavy Hex AASHTO M 291 (ASTM A 563), Grade DH

(d) Washers - Washers for anchor bolts shall conform to ASTM F 436, Type 1.

02560.40 Galvanizing and Coating of Fasteners, Tie Rods, and Anchor Bolts - Replace this subsection title with the title "**Galvanizing and Coating:**"

02560.40(a) Galvanizing of Fasteners, Tie Rods, and Anchor Bolts - Replace this subsection with the following subsection:

02560.40(a) Galvanizing of Fasteners, Tie Rods, Anchor Bolts, and Anchor Rods - Hot-dip galvanize fasteners, tie rods, anchor bolts, anchor rods, nuts, and washers according to AASHTO M 111 (ASTM A 123) or AASHTO M 232 (ASTM A 153) as appropriate to the product.

When specified, mechanically galvanize fasteners according to ASTM B 695, Class 50, Type 1.

I-5: Exit 61 (Louse Creek) Interchange Improvemnts Grading, Paving, Signals

Match galvanized bolts, tie rods, anchor bolts, and anchor rods with appropriate galvanized nuts for assembly. Ship nuts in the same container consisting of bolts, tie rods, anchor bolts, or anchor rods.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to AASHTO M 291 (ASTM A 563).

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

02560.60(a) Rotational Capacity Test - In the paragraph that begins "Test all high-strength fasteners...", replace the first sentence with the following sentence:

Test all high-strength fasteners, except high-strength tie rods, high-strength anchor bolts, and high-strength anchor rods, according to Method 1 or 2 below, as applicable.

02560.60(b) Other Test Requirements - Replace the two paragraphs that begin "Provide three extra high strength bolt assemblies..." and "Provide three extra high strength tie rod and..." with the following two paragraphs:

Provide three high-strength bolt assemblies per size per lot for check testing.

Provide one high-strength tie rod assembly, one high-strength anchor bolt assembly, and one high-strength anchor rod assembly per size per lot for check testing.

SECTION 02925 - TRAFFIC SIGNAL MATERIALS

Comply with Section 02925 of the Standard Specifications modified as follows:

02925.42 Traffic Signal Control Devices - Add the following to the end of this subsection:

The current version of the ODOT Standard Specification for Microcomputer Signal Controller is the July 2014 edition with no modifications. The Standard Specification for Microcomputer Signal Controller is available on the Oregon Department of Transportation Traffic Standards website.

SECTION 02926 – HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

Add the following subsection:

02926.54 LED Luminaires:

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LED Roadway Luminaires (ODOT lighting system) shall be die cast aluminum housing, flat tempered glass lens, horizontal mounting with 4-bolt galv. steel bracket on 2 inch ODOT standard pole tenon. Standard poles to have a silver/gray powder coat finish.

Luminaire electrical system shall be 120-277 volt capable (240 volt setting), minimum 0.9 power factor and provide 10 kV surge protection meeting the following requirements:

- UL listed, suitable for wet location, certified with 3G vibration test.
- minimum initial lumens of **15559**, system wattage of 160 W, 4000 K, IES type 3 distribution, and LED's maximum drive current shall be 530 mA.

Luminaires shall have minimum 85 percent of Lumen Maintenance Factor after the 50,000 hours test, and the manufacturer of the luminaire shall be able to provide independent lab test report for the lumen output when requested by the Agency. Luminaires shall have maximum weight of 35 pounds installed. Luminaires shall have minimum of 70 CRI.

The following are among available manufacturer's product/models:

[Philips LED RoadView RVM](#)
[CREE LED - XSP2L](#)
[GE LED Evolve ERS2/ERS3](#)

Full set of cut sheets and performance data must be submitted for approval from the Engineer before ordering.

Add the following subsection:

02926.75 Manufacturer's Warranty – Furnish a five year manufacturer's warranty for the LED Roadway Luminaires according to 00170.85(c-1) against defects in manufacturing. The warranty period will begin on the date of Second Notification.

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Training

SECTION II. SCHEDULE OF ITEMS

Payment for work done under this Contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

Training

SCHEDULE OF ITEMS

I5:EXIT 61(LOUSE CREEK)INTERCHANGE IMPROVEMNTS
 JRT CONSTRUCTION LLC

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
SECTION 0001 TEMPORARY FEATURES AND APPURTENANCES					
0010	0210-0100000A MOBILIZATION	LUMP	ALL	160,000.00	160,000.00
0020	0225-0100000A TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LUMP	ALL	25,000.00	25,000.00
0030	0225-0102000J TEMPORARY SIGNS	SQFT	1,140.00	15.00	17,100.00
0040	0225-0104000E TEMPORARY BARRICADES, TYPE II	EACH	4.00	45.00	180.00
0050	0225-0105000E TEMPORARY BARRICADES, TYPE III	EACH	9.00	125.00	1,125.00
0060	0225-0138000E TEMPORARY IMPACT ATTENUATOR, TRUCK MOUNTED	EACH	2.00	1,850.00	3,700.00
0070	0225-0141400E REPAIR TEMPORARY IMPACT ATTENUATOR, TRUCK MOUNTED	EACH	1.00	1.00	1.00
0080	0225-0145000E TEMPORARY PLASTIC DRUMS	EACH	130.00	43.00	5,590.00
0090	0225-0149000E TEMPORARY FLEXIBLE PAVEMENT MARKERS	EACH	1,890.00	0.68	1,285.20
0100	0225-0153000F TEMPORARY STRIPING	FOOT	2,500.00	0.21	525.00
0110	0225-0154000F STRIPE REMOVAL	FOOT	5,500.00	0.30	1,650.00
0120	0225-0164000E PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2.00	3,000.00	6,000.00
0130	0225-0168000T FLAGGERS	HOURL	3,850.00	44.00	169,400.00

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SCHEDULE OF ITEMS

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ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0140	0225-0168100E FLAGGER STATION LIGHTING	EACH	6.00	2,500.00	15,000.00
0150	0280-0100000A EROSION CONTROL	LUMP	ALL	1,000.00	1,000.00
0160	0280-0105100J COMPOST EROSION BLANKET	SQYD	21,780.00	1.90	41,382.00
0170	0280-0106000E CHECK DAM	EACH	13.00	140.00	1,820.00
0180	0280-0109200F COMPOST FILTER BERM	FOOT	2,790.00	1.70	4,743.00
0190	0280-0110000E CONSTRUCTION ENTRANCE	EACH	3.00	1,310.00	3,930.00
0200	0280-0114000E INLET PROTECTION	EACH	4.00	33.00	132.00
0210	0290-0100000A POLLUTION CONTROL PLAN	LUMP	ALL	1,000.00	1,000.00
SECTION 0002 ROADWORK					
0220	0305-0100000A CONSTRUCTION SURVEY WORK	LUMP	ALL	25,000.00	25,000.00
0230	0310-0106000A REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LUMP	ALL	6,000.00	6,000.00
0240	0320-0100000R CLEARING AND GRUBBING	ACRE	0.50	8,700.00	4,350.00
0250	0330-0101000K DITCH EXCAVATION	CUYD	55.00	23.00	1,265.00
0260	0330-0105000K GENERAL EXCAVATION	CUYD	7,325.00	10.00	73,250.00
0270	0331-0106000J 12 INCH SUBGRADE STABILIZATION	SQYD	200.00	18.00	3,600.00

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SCHEDULE OF ITEMS

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ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0280	0350-0103000J RIPRAP GEOTEXTILE, TYPE 1	SQYD	85.00	4.00	340.00
0290	0350-0105000J SUBGRADE GEOTEXTILE	SQYD	11,380.00	0.85	9,673.00
0300	0390-0105000K LOOSE RIPRAP, CLASS 50	CUYD	56.00	120.00	6,720.00

SECTION 0003 DRAINAGE AND SEWERS

0310	0445-010018AF 18 INCH CULVERT PIPE, 5 FT DEPTH	FOOT	111.00	100.00	11,100.00
0320	0445-035018AF 18 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	328.00	72.00	23,616.00
0330	0445-035018BF 18 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	106.00	125.00	13,250.00
0340	0445-035024BF 24 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	82.00	118.00	9,676.00
0350	0445-0700180E SLOPED END SECTIONS, 18 INCH	EACH	6.00	115.00	690.00
0360	0445-0700240E SLOPED END SECTIONS, 24 INCH	EACH	1.00	120.00	120.00
0370	0460-0100000J PAVED CULVERT END SLOPES	SQFT	218.00	15.00	3,270.00
0380	0470-0311000E CONCRETE INLETS, TYPE D	EACH	2.00	1,000.00	2,000.00
0390	0470-0315000E CONCRETE INLETS, TYPE G-2	EACH	1.00	1,275.00	1,275.00
0400	0470-0319000E CONCRETE INLETS, TYPE G-2MA	EACH	1.00	1,500.00	1,500.00
0410	0490-0123000E MANHOLES OVER EXISTING SEWERS	EACH	3.00	3,500.00	10,500.00

Training

SCHEDULE OF ITEMS

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ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0420	0495-0100000J TRENCH RESURFACING	SQYD	30.00	43.00	1,290.00

SECTION 0004 BASES

0430	0610-0103000A RECONDITIONING EXISTING ROADWAY	LUMP	ALL	1.00	1.00
0440	0620-0120000J COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	1,500.00	3.00	4,500.00
0450	0641-0115000M 1 INCH - 0 AGGREGATE BASE	TON	8,625.00	16.20	139,725.00

SECTION 0005 WEARING SURFACES

0460	0730-0100000M EMULSIFIED ASPHALT FOR TACK COAT	TON	10.00	800.00	8,000.00
0470	0745-0302000M LEVEL 3, 1/2 INCH DENSE ACP	TON	4,200.00	75.00	315,000.00
0480	0745-0620000M PG 64-22 ASPHALT IN ACP	TON	252.00	1.00	252.00
0490	0759-0106000F CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB	FOOT	280.00	21.00	5,880.00

SECTION 0006 PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

0500	0810-0104000F GUARDRAIL, TYPE 2A	FOOT	650.00	17.00	11,050.00
0510	0810-0107000F GUARDRAIL, TYPE 3	FOOT	50.00	37.00	1,850.00
0520	0810-0120000E GUARDRAIL ANCHORS, TYPE 1 MODIFIED	EACH	4.00	500.00	2,000.00
0530	0810-0122000E GUARDRAIL END PIECES, TYPE B	EACH	1.00	85.00	85.00

Training

SCHEDULE OF ITEMS

I5:EXIT 61(LOUSE CREEK)INTERCHANGE IMPROVEMNTS
 JRT CONSTRUCTION LLC

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0540	0810-0126000E GUARDRAIL TRANSITION	EACH	4.00	1,800.00	7,200.00
0550	0810-0129000E GUARDRAIL TERMINALS, NON-FLARED	EACH	1.00	2,000.00	2,000.00
0560	0810-0145000E EXTRA FOR HAND DUG GUARDRAIL POST HOLES	EACH	5.00	200.00	1,000.00
0570	0840-0100000E DELINEATORS, TYPE 1	EACH	15.00	31.50	472.50
0580	0840-0104200E DELINEATORS, TYPE 4 ALTERNATE 2	EACH	6.00	25.00	150.00
0590	0840-0106000E MILEPOST MARKER POSTS	EACH	1.00	75.00	75.00
0600	0842-0103000E FIELD FACILITY MARKERS, TYPE S2	EACH	4.00	75.00	300.00
0610	0865-0160000F THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FOOT	8,160.00	0.80	6,528.00
0620	0867-0103000E PAVEMENT LEGEND, TYPE B: ARROWS	EACH	12.00	270.00	3,240.00
0630	0867-0145000J PAVEMENT BAR, TYPE B	SQFT	550.00	7.35	4,042.50

SECTION 0007 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS

0640	0905-0100000A REMOVE EXISTING SIGNS	LUMP	ALL	3,400.00	3,400.00
0650	0905-0101000A REMOVE AND REINSTALL EXISTING SIGNS	LUMP	ALL	90.00	90.00
0660	0910-0100000K WOOD SIGN POSTS	FBM	878.70	6.00	5,272.20
0670	0920-0100000A SIGN SUPPORT FOOTINGS	LUMP	ALL	3,000.00	3,000.00

Training

SCHEDULE OF ITEMS

I5:EXIT 61(LOUSE CREEK)INTERCHANGE IMPROVEMNTS
 JRT CONSTRUCTION LLC

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0680	0930-0107000A SIGNAL POLE MOUNTS	LUMP	ALL	5,500.00	5,500.00
0690	0930-0110000A SECONDARY SIGN MOUNTS	LUMP	ALL	1,000.00	1,000.00
0700	0930-0112000A TRIANGULAR BASE BREAKAWAY SIGN SUPPORTS	LUMP	ALL	7,000.00	7,000.00
0710	0940-0102000J TYPE "B" SIGNS IN PLACE	SQFT	43.90	14.75	647.53
0720	0940-0109000J TYPE "F" SIGNS IN PLACE	SQFT	40.00	13.50	540.00
0730	0940-0113000J TYPE "G" SIGNS IN PLACE	SQFT	393.60	24.20	9,525.12
0740	0940-0115000J TYPE "G2" SIGNS IN PLACE	SQFT	104.50	21.00	2,194.50
0750	0940-0121000J TYPE "R" SIGNS IN PLACE	SQFT	67.50	14.20	958.50
0760	0940-0124000J TYPE "W1" SIGNS IN PLACE	SQFT	80.30	13.50	1,084.05
0770	0940-0135000J TYPE "Y2" SIGNS IN PLACE	SQFT	34.00	13.50	459.00
0780	0963-0101000F 36 INCH DIAMETER SIGNAL SUPPORT DRILLED SHAFT	FOOT	21.00	510.00	10,710.00
0790	0963-0102000F 42 INCH DIAMETER SIGNAL SUPPORT DRILLED SHAFT	FOOT	60.50	540.00	32,670.00
0800	0990-0101000A TRAFFIC SIGNAL INSTALLATION - I5 NB OFF RAMP AT MERLIN RD	LUMP	ALL	189,000.00	189,000.00
0810	0990-0102000A TRAFFIC SIGNAL MODIFICATION - MERLIN RD AT MONUMENT DR	LUMP	ALL	48,900.00	48,900.00

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SCHEDULE OF ITEMS

I5:EXIT 61(LOUSE CREEK)INTERCHANGE IMPROVEMNTS
 JRT CONSTRUCTION LLC

ITEM NO	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
0820	0990-0103000A DETECTOR INSTALLATION	LUMP	ALL	2,820.00	2,820.00

SECTION 0008 RIGHT-OF-WAY DEVELOPMENT AND CONTROL

0830	1011-0200000A BIORETENTION POND, D00424	LUMP	ALL	49,000.00	49,000.00
0840	1012-0100000A WATER QUALITY SWALE, D00423	LUMP	ALL	12,000.00	12,000.00
0850	1030-0108000R PERMANENT SEEDING	ACRE	4.50	2,500.00	11,250.00
0860	1040-0101000K TOPSOIL	CUYD	71.00	45.00	3,195.00
0870	1050-0100000F TYPE 1 FENCE	FOOT	690.00	9.50	6,555.00
0880	1050-0104000F TYPE 2 FENCE	FOOT	440.00	15.90	6,996.00
0890	1050-0114000E 16 FOOT DOUBLE GATES	EACH	2.00	1,472.00	2,944.00
TOTAL BID					1,599,110.10

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SECTION III. CONTRACT

THIS CONTRACT, made and entered into, in duplicate, this March 7, 2015

by and between the State of Oregon, by and through its Transportation Commission and its Department of Transportation, hereinafter called "State", and JRT Construction LLC, authorized to do business in the State of Oregon, at 1521 Cole Rd, (PO Box 1278, Sutherlin 97479) Oakland OR 97462, hereinafter called "Contractor",

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the State in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer or the State, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable plans, the applicable Standard Specifications, the Special Provisions and other required provisions bound herewith and the schedule of contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the State. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable plans, Standard Specifications, Special Provisions, other required provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer and to his satisfaction, and, on Federal-Aid Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal-Aid Road Act and all amendments thereto, the State agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases 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 times provided in the applicable Standard Specifications or Special Provisions.

SECTION IV. PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That JRT Construction LLC, authorized to do business in the State of Oregon, at 1521 Cole Rd, (PO Box 1278, Sutherlin 97479) Oakland OR 97462.

as principal, and

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of

One Million Five Hundred Ninety-nine Thousand One Hundred Ten Dollars and Ten Cents (\$1,599,110.10)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless the State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain to full force and effect.

I5: Exit 61 (Louse Creek) Interchange Improvemnts Contract No. 14785

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20_____.

JRT Construction LLC

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Signature
Attorney in Fact

Printed Name
Attorney in Fact

By _____
Agent (Not required)

Surety's Seal
Must be affixed

SECTION V. PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, JRT Construction LLC, authorized to do business in the Sate of Oregon, at 1521 Cole Rd, (PO Box 1278, Sutherlin 97479) Oakland OR 97462.

as principal, and

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of

One Million Five Hundred Ninety-nine Thousand One Hundred Ten Dollars and Ten Cents (\$1,599,110.10)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, a copy of which is attached hereto, with the State of Oregon, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract and authorized modifications of the contract which increase the amount of the work and the amount of contract. Notice to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the State of Oregon, by and through its Transportation Commission, such damages as may accrue to the State under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

I5: Exit 61 (Louse Creek) Interchange Improvemnts Contract No. 14785

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, by and through its Transportation Commission, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20__.

JRT Construction LLC

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety

By _____
Signature
Attorney in Fact

Printed Name
Attorney in Fact

(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent (Not required)

Surety's Seal
Must be affixed

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SECTION VI. CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

OREGON TRANSPORTATION COMMISSION
OREGON DEPARTMENT OF TRANSPORTATION

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other authorized insurer)

Insurance Company Name _____

ID/Policy Number _____

2. "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

3. I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Oregon Department of Transportation of said cancellation or change and will obtain alternate coverage.

Dated _____ 20__

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.