



# Contract Review Sheet

PW-5222-23

Public Improvement Agreements #: PW-5222-23 Amendment #: \_\_\_\_\_

Contact: Nike Neuvenheim Department: Public Works Department

Phone #: (503) 365-3100 Date Sent: Wednesday, January 4, 2023

Title: Construction of Marion County Ferry Boat Program (Phase 3A) Bridges, Structures, Electrical

Contractor's Name: HP Civil Inc.

Term - Date From: February 2, 2023 Expires: September 30, 2024

Original Contract Amount: \$ 474,555.55 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 474,555.55 Amd% 0%

☐ Incoming Funds ☒ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# 1180

## Description of Services or Grant Award

Construction Contract between Marion County and HP Civil Inc. for the Construction of the Marion County Ferry Boat Program (Phase 3A) in the amount of \$474,555.55. Marion County received Federal Ferry Boat Program funds for operational improvements to the Wheatland ferry. The Phase 3A construction project includes new steering winches and two full wrap around catwalks at both towers.

The total construction budget, including contract administration, ODOT oversight and contingencies is \$624,639.55. Federal Funds will cover 80% of the cost with County Road Fund covering the remaining 20%. Public Works has budgeted the necessary funds.

AL # 20.205

Desired BOC Session Date: 1/25/2023 BOC Planning Date: 1/12/2023

Files submitted in CMS: 1/4/2023 Printed packet & copies due in Finance: 1/10/2023

BOC Session Presenter(s) \_\_\_\_\_

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

DocuSigned by:

1/9/2023

Finance - Contracts

Date

DocuSigned by:

Grant Review

Contract Specialist

Legal Counsel

Date

Chief Administrative Officer

Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: January 25, 2023

Department: Public Works

Agenda Planning Date: 1/12/2023

Time required: 10 Min.

☒ Audio/Visual aids Powerpoint

Contact: Steven Preszler

Phone: 971-375-8108

Department Head Signature:

DocuSigned by:

Brian Nicholas

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**TITLE**

Marion County Ferry Boat Program (Phase 3A), Approval of Contract PW-5222-23 for Construction

**Issue, Description & Background**

Consider approval of contract PW-5222-23 with HP Civil, Inc., in the amount of \$474,555.55 for the construction of the Marion County Ferry Boat Program (Phase 3A) project.

Marion County received Federal Ferry Boat Program funds for operational improvements to the Wheatland ferry. The Phase 3A construction project includes new steering winches and two full wrap around catwalks at both towers. The existing steering winch is at the end of its useful life and needs replaced. The two replacement winches will improve the operation and control of the vessel. Two full wrap around catwalks at both towers will improve worker safety during tower and cable maintenance operations.

On December 6, 2022, Marion County received two responsive bids with the low bidder being HP Civil, Inc., in the amount of \$474,555.55.

**Financial Impacts:**

The total construction budget, including contract administration, ODOT oversight and contingencies is \$624,639.55. Federal Funds will cover 80% of the cost with County Road Fund covering the remaining 20%. Public Works has budgeted the necessary funds.

**Impacts to Department & External Agencies**

There are no impacts to other Marion County departments.

**Options for Consideration:**

1. Approve and sign Contract PW-5222-23 with HP Civil, Inc.
2. Take no action at this time.

**Recommendation:**

Public Works staff recommends that the Board choose option one and approve and sign the contract with HP Civil, Inc.

**List of attachments:**

Contract PW-5222-23  
Contract Review Sheet

**Presenter:**

Ryan Crowther

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



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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Copies to:

Nike Neuvenheim, Public Works, [nneuvenheim@co.marion.or.us](mailto:nneuvenheim@co.marion.or.us)

**CONSTRUCTION CONTRACT PW-5222-23**

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, HP Civil Inc., hereinafter called the "Contractor" for the Project entitled: Construction of Marion County Ferry Boat Program (Phase 3A).

*WITNESSETH*

Contractor, in consideration of the sum of \$474,555.55 to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

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

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

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

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



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

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

a. Compliance with Regulations.

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

b. Nondiscrimination.

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

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

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

d. Information and Reports.

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

required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

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

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

11. Incorporation of Provisions.

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

12. Independent Contractor.

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

13. Governing Law and Venue.

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

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

MARION COUNTY SIGNATURES:

BOARD OF COMMISSIONERS:

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

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

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

Authorized Signature: 

DocuSigned by:  
Brian Melchias  
9793BA7ACD6D443

1/10/2023

  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

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

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

Reviewed by Signature: 

DocuSigned by:  
Jeff D White  
D1ECCAACCD814CB

1/10/2023

  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

HP CIVIL INC. SIGNATURE:

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

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

MARION COUNTY PUBLIC WORKS  
INVITATION TO BID  
FOR  
THE CONSTRUCTION OF  
MARION COUNTY FERRY BOAT PROGRAM (PHASE 3A)  
Bridges and Structures, Electrical  
MARION COUNTY, OREGON  
BID PUBLICATION DATE: November 8, 2022  
BID OPENING December 6, 2022  
MARION COUNTY BID NO.: PW1180-22  
OREGONBUYS BID SOLICITATION # S-C25102-00004089  
ECMS NO. 2023-451  
ACCOUNTING PROJECT NO. 105681

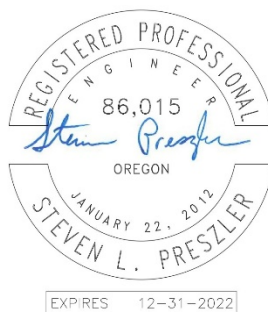
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MARION COUNTY BOARD OF COMMISSIONERS

<b>Danielle Bethell</b>	Commissioner
<b>Colm Willis</b>	Commissioner
<b>Kevin Cameron</b>	Commissioner

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Brian Nicholas, Director of Public Works



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

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## INTRODUCTION

### 1.1 Description of Work

Construction of grading, paving and drainage on Marion County Ferry Boat Program (Phase 3A) as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost range is \$400,000 to \$900,000.

### 1.2 Requests for Clarification or Changes

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

### 1.3 Time, Place and Methods of Receiving Bids

Submit paper or emailed bids as specified in 00120.45 by 2:00 p.m. on December 6, 2022 (Bid Closing). It is the Bidder's responsibility to ensure that bids are received by the Agency prior to the stated submission deadline at the specified email or physical address. Bids, withdrawals or modifications submitted after the time set for receiving bids will not be opened or considered.

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

Emailed Bids will be considered time-stamped and received by the Agency when they are received at [PO\\_Contracts@co.marion.or.us](mailto:PO_Contracts@co.marion.or.us). Email subject line shall be clearly marked "Attention: Alicia Henry – Bid # PW1180-22" and the Bidder must include their name, address and contact information in the body of the email. Emailed bids shall be in PDF format.

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

### 1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than September 30, 2023. Closure of the Ferry will be limited to one 40 day period.

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

### 1.5 Class of Project

This project is a Federal-Aid Project.

### 1.6 Class of Work

The Class of Work for this Project is either: Bridges and Structures or Electrical and Landscaping.

### 1.7 Project Information

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

Alicia Henry

503-373-4320

[PWContracts@co.marion.or.us](mailto:PWContracts@co.marion.or.us)

### 1.8 Bid Surety

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

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

### 1.9 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:

[https://www.oregon.gov/odot/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx)

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County (v2021), Part 00100, available for download on the Marion County website at:

[https://www.co.marion.or.us/PW/Engineering/Documents/2021\\_MCPW\\_General\\_Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2021_MCPW_General_Conditions.pdf).

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

### 1.10 Prevailing Wage Rate Requirements

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

The combined applicable federal prevailing wage rates and the existing State prevailing wage rates last published at least 10 Calendar Days prior to the Bid Closing apply to this Project, unless modified by Addendum.

### 1.11 Mandatory Submission Forms

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

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification
- DBE Commitment Certification and Utilization Form (if assigned contract goal is greater than zero)

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

- First-Tier Subcontractor Disclosure Form

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

**BID SCHEDULE**  
**Marion County Public Works**  
**Marion County Ferry Boat Program (Phase 3a)**  
**Marion County Bid Solicitation #: PW1180-22**  
**OregonBuys Bid Solicitation #: S-C25102-00004089**  
**ECMS #: 2023-451**

**PROJECT NUMBER 1 - Wheatland Ferry**

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	Mobilization	1.00	Lump Sum	\$47,455.55	\$47,455.55
225.050	Temporary Protection and Direction of Traffic	1.00	Lump Sum	\$200.00	\$200.00
225.114	Temporary Barricades, Type III	4.00	Each	\$150.00	\$600.00
225.210	Temporary Plastic Drums	12.00	Each	\$50.00	\$600.00
225.450	Portable Changeable Message Sign	2.00	Each	\$1,500.00	\$3,000.00
253.300	Temporary Work Platforms	1.00	Lump Sum	\$27,500.00	\$27,500.00
280.100	Erosion Control	1.00	Lump Sum	\$100.00	\$100.00
280.180	Construction Entrances	1.00	Each	\$6,000.00	\$6,000.00
280.332	Sediment Barrier, Type 3	200.00	Feet	\$2.00	\$400.00
280.430	Sediment Fence, Unsupported	200.00	Feet	\$2.00	\$400.00
290.100	Pollution Control Plan	1.00	Lump Sum	\$100.00	\$100.00
305.100	Construction Survey Work	1.00	Lump Sum	\$100.00	\$100.00
310.100	Removal of Structures and Obstructions	1.00	Lump Sum	\$100.00	\$100.00
560.100	Structural Steel	1.00	Lump Sum	\$305,000.00	\$305,000.00
1030.100	Permanent Seeding	0.20	Acres	\$15,000.00	\$3,000.00
9999.502	Winches Complete	1.00	Lump Sum	\$80,000.00	\$80,000.00

<b>ECMS 2023-451 - PROJECT NUMBER 1 TOTAL</b>	<b>\$474,555.55</b>
<b>ECMS 2023-451 - TOTAL EXTENSION</b>	<b>\$474,555.55</b>



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## BID CERTIFICATION

The Honorable Board of  
County Commissioners  
Courthouse Square  
555 Court St. NE, 5th Floor, Suite 5232  
Salem, Oregon 97301

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, principals and officers:

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

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

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

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

#### C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 5-1, 355 Capitol St NE, Salem, OR 97301. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax) and 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620.

## E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

## F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

## G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

## H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

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

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

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$ 60 million approx. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ 20 million approx

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

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

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

## Experience / References

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

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

## Contract #1

Location (city/state)	MILWAUKIE, OREGON
Owners Name	CITY OF MILWAUKIE
Type of Work	BRIDGE REPLACEMENT & BANK STABILIZATION
% Completed	100%
Estimated Completion Date	DECEMBER 2018

## Contract #2

Location (city/state)	HILLSBORO, OR
Owners Name	WASHINGTON COUNTY
Type of Work	BRIDGE REPLACEMENT & SHEET PILE PROTECTION
% Completed	100%
Estimated Completion Date	JULY 2020

## Contract #3

Location (city/state)	LINCOLN CITY, OR
Owners Name	CITY OF LINCOLN CITY
Type of Work	DB BRIDGE REPLACEMENT
% Completed	100%
Estimated Completion Date	OCTOBER 2020

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

## #1 Project Owner Reference

Reference Name	MIKE REMILY
Business or Employer	ODOT
Telephone	541-963-3177
Project Name/\$ Amount	I-84 BOARDMAN TO HILGARD CULVERT REPAIR/REPLACE \$1,160,049. <sup>00</sup>

## #2 Project Owner Reference

Reference Name	JENNIFER GARRELY
Business or Employer	CITY OF MILWAUKIE
Telephone	503-786-7600
Project Name/\$ Amount	KELLOGG CREEK BRIDGE \$2,724,952. <sup>00</sup>

## #1 Subcontractor Reference

Reference Name	JESSE CULP
Business or Employer	NORTHSTAR ELECTRIC
Telephone	503-969-9219
Project Name/\$ Amount	I-84 NE OR SNOW ZONE SAFETY IMPROVEMENTS \$1,649,773. <sup>25</sup>

## #2 Subcontractor Reference

Reference Name	JEFF HURLIMAN
Business or Employer	WESTWIND CONCRETE
Telephone	503-801-3513
Project Name/\$ Amount	SULLIVAN'S CROSSING PEDESTRIAN & BIKE BR. \$13,014,062. <sup>65</sup>

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

Company: HP CIVIL INC.  
(Print or Type)

Address: 8795 Aumsville Highway SE  
(Print or Type)

City, State Zip Salem, OR 97317  
(Print or Type)

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

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

Larry D. Gescher \_\_\_\_\_

JOSHUA J. SMITH \_\_\_\_\_

Dated this 6<sup>TH</sup> day of DECEMBER, 2022.

Construction Contractor's  
Board Registration Number

202060

HP CIVIL INC.  
Firm Name

[Signature]  
Signature of Bidder

JOSHUA J. SMITH  
Name Print or Type

SEC / TREAS. / VP  
Title Print or Type

Telephone No. 503.769.2466

Tax ID # 46-4349552

Email: estimating@hpcivil.com

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other \_\_\_\_\_





Oregon

Kate Brown, Governor

Department of Transportation  
ODOT Procurement Office - Construction  
3930 Fairview Industrial Drive SE, MS#2-2  
Salem OR, 97302-1122  
Phone: (503) 986-2710

March 15, 2021

HP CIVIL INC  
LARRY GESCHER  
PO BOX 556  
STAYTON, OR 97383

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

Your bids will be considered responsive on ODOT projects on or after: April 01, 2021

Your prequalification application is valid through: March 31, 2023

Your vendor number is: CV30009709

Work Classifications:

(AB)-AGGREGATE BASE	(ACP)-ASPHALT CONCRETE PAVING AND OILING
(EART)-EARTHWORK AND DRAINAGE	(ELEC)-ELECTRICAL
(LS)-LANDSCAPING	(MHA)-MISC. HIGHWAY APPURTENANCES
(OTH1)-WORK CLASS SETTING FOR LOCAL AGENCIES	(PAI1)-PAINTING
(PAVE)-PAVEMENT MARKINGS	(PCP)-PORTLAND CEMENT CONCRETE PAVING
(REIN)-BRIDGES AND STRUCTURES	(SIGN)-SIGNING (PERMANENT)
(TTC)-TEMPORARY TRAFFIC CONTROL	

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

[https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid\\_Award.aspx](https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx)

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

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

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

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

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

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

*Carolee Will*

Oregon Department of Transportation  
Procurement Office - Construction Contracts Unit, MS# 2-2  
3930 Fairview Industrial Drive SE  
Phone: 503-986-2710 Fax: 503-986-6910  
[ODOTProcurementOfficeConstruction@odot.state.or.us](mailto:ODOTProcurementOfficeConstruction@odot.state.or.us)

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that HP Civil Inc.  
Swiss Re Corporate Solutions  
America Insurance Corporation, hereinafter called the Principal, and \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the state Missouri duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of --Ten Percent of the Total Amount Bid-- Dollars (\$ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Marion County Ferry Boat Program (Phase 3A) said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

Signed and sealed this 2nd day of December, 2022.

HP Civil Inc.

Principal

By: 

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Attorney-in-Fact Ty Moffett

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



**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
 WESTPORT INSURANCE CORPORATION ("WIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, AND TRACY STEWART

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

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



By Erik Janssens  
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
 of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
 & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
 County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation  
 Swiss Re Corporate Solutions Premier Insurance Corporation  
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of December, 20 22.

Jeffrey Goldberg  
 Jeffrey Goldberg, Senior Vice President &  
 Assistant Secretary of SRCSAIC and  
 SRCSPIC and WIC

Bond No. 2329617

## PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned HP Civil Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and \* a corporation organized and existing under and by virtue of the laws of the state of Missouri duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of \*\* Dollars (\$474,555.55) in lawful money of the United States of America. CONTRACTOR shall name the State of Oregon as additional obligee under this SURETY.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated                     , 20    , which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Marion County Ferry Boat Program (Phase 3A)

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \*\*\* are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

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

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

\* Swiss Re Corporate Solutions America Insurance Company

\*\*Four Hundred Seventy Four Thousand Five Hundred Fifty Five Dollars & 55/100

\*\*\* Construction of Marion County Ferry Boat Program (Phase 3A)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of  
December, 2022.

Swiss Re Corporate Solutions America  
Insurance Company

SURETY

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE

Street Address

Salem, OR 97302

City State ZIP

(503) 362-2711

Phone Number

HP Civil Inc.

CONTRACTOR

By: [Signature] - Josh Smith

Title: Sec. - Trans. / VP

8795 Aumsville Highway SE

Street Address

Salem, OR 97317

City State ZIP

(503) 769-2466

Phone Number



Bond No. 2329617

## LABOR AND MATERIALS PAYMENT BOND

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

## KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned HP Civil Inc. as PRINCIPAL and Swiss Re Corporate Solutions America Insurance Corporation a corporation organized and existing under and by virtue of the laws of the state of Missouri, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Four Hundred Seventy Four Thousand Five Hundred Fifty Five Dollars & 55/100 Dollars (\$ 474,555.55 ) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated \_\_\_\_\_, 20\_\_\_\_, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Marion County Ferry Boat Program (Phase 3A)

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

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

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

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of December, 2022.

Swiss Re Corporate Solutions Amercia Insurance Corporation

SURETY

By: Tracy Stewart

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE  
Street Address

Salem, OR 97302  
City, State Zip

(503) 362-2711  
Phone Number

HP Civil Inc.

CONTRACTOR

By: [Signature] - Tom Smith

Title: SECT. TREAS / VP

8795 Aumsville Highway SE  
Street Address

Salem, OR 97317

(503) 769-2466  
Phone Number



# SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
 WESTPORT INSURANCE CORPORATION ("WIC")

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, AND TRACY STEWART

## JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

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



By Erik Janssens  
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
 of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
 & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
 Swiss Re Corporate Solutions Premier Insurance Corporation  
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of December, 20 22.

Jeffrey Goldberg  
 Jeffrey Goldberg, Senior Vice President &  
 Assistant Secretary of SRCSAIC and  
 SRCSPIC and WIC

## DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

X Yes \_\_\_\_\_ No


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

Please print or type:

Company Name HP CIVIL INC.

Name/Title JOSHUA J. SMITH / SECT. / TREAS. / VP

Address 8795 AUMSVILLE HIGHWAY SE SALEM, OR 97317

Signature 

Date 12/6/2022

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

### Instructions for Submitting Form

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

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to Alicia Henry, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **NOT LATER THAN** two (2) working hours after the time Bids are due.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

### Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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



## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name MARION COUNTY FERRY BOAT PROGRAM (PHASE 3A)  
 ECMS Contract # 2023-451  
 Bid Opening Date DECEMBER 6, 2022  
 Name of Bidding Contractor HP CIVIL INC.

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

## FIRST-TIER SUBCONTRACTORS

Firm Name <u>NORTH STAR ELECTRICAL CONTRACTORS</u>	Dollar Amount <u>\$15,000.00</u>
Category of Work <u>ELECTRICAL</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

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

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

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

### 2. Eligibility Requirements for DBE Participation on Projects

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) DBE Commitment Certification and Utilization Form

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

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

(b) DBEs Bidding as Prime Contractors

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

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

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

Should bidders not meet the assigned DBE contract goal for DBE participation, they must demonstrate good faith efforts at the time of bid. ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal.

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

- (1) Evidence that the Bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the Bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the Bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the Bidder provided written notice to a reasonable number of specific DBEs, identified from the Certification Directory of DBEs for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
  - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
  - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.
- (6) Evidence that the Bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the Bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- (8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;
- (9) Evidence that the Bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- (10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other

organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

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

(d) Failure to Comply

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

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

## 5. Contract Award Selection Procedure

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

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

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

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

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

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

Administrative Reconsideration includes:

(1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.

(2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.

(3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.

(4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.

(5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the ODOT Procurement Office under the provisions of ORS 279C.430 and Oregon Administrative Rule 731-007-0520 through 731-007-0540. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. The pre-qualification application must be received by ODOT Procurement Office - Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

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

ODOT will send the successful Bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within 10 Calendar Days after Award and prior to Contract execution, the successful Bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

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

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

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

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

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

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

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

Other requests may be directed to:

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



Project Name MARION COUNTY FERRY BOAT PROGRAM Bid Opening Date December 6, 2022

### DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

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

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

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

JOSHUA T. SMITH  
Bidder's Authorized Representative (PRINT)

[Signature]  
Bidder's Authorized Representative (SIGN)

12/6/22  
Date

HP CIVIL INC.  
Name of Contractor (Company Name)

#### PART I

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

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

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

Additional sheets may be used by copying this form.

Bidder must sign each additional sheet to certify its content and completion of form.

## **PART II**

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

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

## **DBE INFORMATION**

### **GENERAL INFORMATION**

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

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

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

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

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

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

### **WEBSITES**

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

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

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

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### 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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)**

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 (29 CFR 5.5)**

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)**

##### **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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)**

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**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**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. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **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. 2 CFR 180.220 and 1200.220.

#### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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#### **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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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#### **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 Part 20, App. A.

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.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**A. AFFIRMATIVE ACTION REQUIREMENTS**

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

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

**Goal and Timetable for Female Utilization Statewide**

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

## **Goals for Minority Utilization by County**

### **Goal (Percent)**

Clackamas, Multnomah, and Washington Counties ....4.5

Marion and Polk Counties .....2.9

Benton, Clatsop, Columbia, Crook, Deschutes,  
Hood River, Jefferson, Lincoln, Linn, Sherman,  
Tillamook, Wasco, and Yamhill Counties .....3.8

Lane, Coos, Curry, Douglas, Jackson, Josephine,  
Klamath, and Lake Counties .....2.4

Baker, Gilliam, Grant, Morrow, Umatilla, Union,  
Wallowa, and Wheeler Counties .....3.6

Harney and Malheur Counties.....4.4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS**

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

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

### **Written Notification**

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

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

### **Monthly Report**

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

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

### **Annual Report**

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



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

### **Monitoring and Compliance**

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

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

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

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

### **Show Cause Notice**

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

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

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

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

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

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

### **Aspirational Diversity Targets**

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

#### **Covered Areas**

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

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



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

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

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

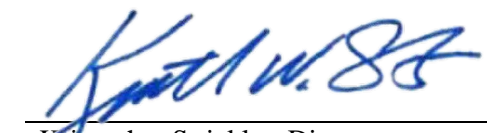
1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet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

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

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

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

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

  
 Kristopher Strickler, Director  
 Oregon Department of Transportation

6/4/2020

Date



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

**01.00 DBE Policy and Authorities:**

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

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

**(2) DBE Required Assurance** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as 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 ODOT. 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 ODOT's administration of the DBE Program.

**(1)** 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.

**(2)** 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.

(3) 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.

(4) 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).

(5) Oregon Revised Statutes, Chapters 200 and 279.

(6) Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

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

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

**(a) Abbreviations:**

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

**DBE** - Disadvantaged Business Enterprise

**FAA** - Federal Aviation Administration

**FHWA** - Federal Highway Administration

**FTA** - Federal Transit Administration

**ODOT** - Oregon Department of Transportation (also referred to as 'Agency')

**USDOT** - United States Department of Transportation

**(b) Definitions:**

**Assigned DBE Contract Goal** - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation. For a DBE to count towards participation it must be certified by COBID under the commodity codes of the work it is contracted to perform.

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



**Certification Directory of DBEs** - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

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

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

**Commercially Useful Function (CUF)** - The definition is consistent with 49 CFR 26.55(c) and describes how ODOT counts DBE participation towards DBE goals:

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

**Committed DBE** - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has been approved by ODOT in accordance with 49 CFR 26.53(f) and section 10.00 of the Disadvantaged Business Enterprise (DBE) Supplemental Required contract Provisions in exhibit C-5 that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

**Commodity Codes** - Codes assigned by the COBID to indicate the standard types of services, labor, materials, or work the DBE provides. Services and commodity codes reflect information provided by the certified DBE firms and are not used as prequalification factors by ODOT.

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

**DBE Eligibility** - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, which in Oregon is COBID, applies these regulations to make

certification decisions. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

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

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

**Good Faith Efforts** - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation. See 49 CFR 26.53 and 49 CFR Part 26, Appendix A.

**Joint Venture DBE** - An ODOT certified enterprise consisting of one or more firms of which at least one is a certified DBE, formed to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest of the business. (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 shall act as superintendent and directly supervise the work or the DBE owner shall supervise the work of and employ a skilled and knowledgeable superintendent. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm; wherein the DBE owner can continue operations should the skilled and knowledgeable superintendent's employment be discontinued.

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

the DBE's own employees. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

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

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

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

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

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

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

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

According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to Bid Opening, for the type of work it is intending to

perform on a given contract, then the firm's participation on that contract cannot count toward assigned DBE contract or overall goals.

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

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

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

**(b) Second Tier DBE Subcontracts** - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award. The proportion of participation or work performed by a second-tier DBE subcontract may not be double counted and may only be counted towards the DBE goal in accordance with 49 CFR Part 26.

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

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

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

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

If the Contractor determines that the committed DBE is unable or unwilling to perform under the subcontract, unable to perform a commercially useful function, or has changed its ownership and/or control, the Contractor shall make good faith efforts to replace with another

DBE. Section 10.00 discusses the procedures that shall be followed to terminate a Committed DBE and replace the firm with a substitute.

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

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

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

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

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

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

- (a) Type of Work** - List the types of work the DBE will perform.
- (b) Personnel Required** - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.
- (c) Equipment Required** - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.
- (d) Supplies and Materials Required** - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.

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

**(f) Additional Information** - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

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

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

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

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

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

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

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

**(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract** - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, when a DBE associates itself too closely with

another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract because a partnership or joint venture, of which the DBE is a member, is the actual performer of the subcontract.

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

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

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

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

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

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

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

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

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

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

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

**10.00 Termination and Substitution of DBEs** - The Contractor must comply with the requirements and procedures under 49 CFR 26.53(f). The Contractor shall use the specific DBEs listed in response to a contract goal to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT's prior written consent, coordinated with the ODOT Office of Civil Rights. Without ODOT consent, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer and the ODOT Office of Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Civil Rights.



ODOT may provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE firm because the DBE is unable, unwilling or ineligible to perform. To initiate the termination, substitution, removal or replacement process with a Committed DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

**(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. Contractor must provide the DBE with written notice and supporting documentation of its good cause reasons they wish to terminate and/or substitute the DBE with a copy to the Engineer and the ODOT Office of Civil Rights. The DBE must be given 5 days to respond to the termination request, copying the ODOT Office of Civil Rights.

**(d) Proposed Substitution of Another Certified DBE** - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
  - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
  - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;

- Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

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

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

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

**(b) Prompt Payment and Release of Retainage** - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 Calendar Days from receipt of each payment the Contractor receives from ODOT. If retainage is withheld the Contractor shall also return retainage payments to each subcontractor within 10 Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other requests may be directed to:

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



## **ASSIGNED DBE CONTRACT GOAL**

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

(Overall DBE program goal for ODOT is set at 15.37% for FHWA funded Contracts for federal fiscal years 2020, 2021 and 2022.)

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

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

or by telephone at 503-986-0075.

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

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

### **SECTION 1: ABBREVIATIONS AND DEFINITIONS**

#### **(a) Abbreviations**

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

**EEO** - Equal Employment Opportunity

**OCR** - Office of Civil Rights

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

#### **(b) Definitions**

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

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

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

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

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

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



## **SECTION 2: POLICY STATEMENT**

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

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

The Contractor shall adopt the following policy:

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

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

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

### **(a) General**

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

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

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

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

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

### **(c) Reports**

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

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

Forms are published on the ODOT OCR website at:

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

## **SECTION 4: OJT PROGRAM**

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

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

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

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

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

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

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

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

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

### **(c) Reports**

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

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

Forms are published on the ODOT OCR website at:

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

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

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

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

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

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

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

### **(a) General**

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

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

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

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

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

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

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

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

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

**(b) Disincentive**

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

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

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

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

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

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

# Project Wage Rates

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## PREFACE

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

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

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



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U.S. Department of Labor

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

"General Decision Number: OR20220001 09/30/2022

Superseded General Decision Number: OR20210001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022

3	02/25/2022
4	04/15/2022
5	06/24/2022
6	07/08/2022
7	09/30/2022

BROR0001-006 06/01/2020

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.....	\$ 41.20	22.39

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BROR0001-007 06/01/2020

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

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

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CARP9001-001 06/01/2020

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 42.31	18.30
DIVER STANDBY.....	\$ 53.37	18.30
DIVERS TENDERS.....	\$ 47.14	18.30
DIVERS.....	\$ 91.14	18.30
MANIFOLD AND/OR DECOMPRESSION CHAMBER		
OPERATORS.....	\$ 47.14	18.30
MILLWRIGHTS.....	\$ 43.26	18.30
PILEDRIVERS.....	\$ 42.87	18.30

DEPTH PAY:

50 to 100 feet	\$2.00 per foot over 50 feet
101 to 150 feet	3.00 per foot over 50 feet
151 to 200 feet	4.00 per foot over 50 feet
over 220 feet	5.00 per foot over 50 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$1.25
Zone 3 -	1.70
Zone 4 -	2.00
Zone 5 -	3.00
Zone 6 -	5.00
Zone 7 -	10.00

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.

ZONE 7 - More than 100 miles from the respective City Hall.

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

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

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

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

\* ELEC0048-006 01/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 53.85	26.54

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.

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 ELEC0112-001 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

-----  
 ELEC0280-003 01/01/2022

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.....	\$ 49.51	19.79
ELECTRICIAN.....	\$ 49.36	20.20

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 ELEC0291-006 12/01/2021

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 37.63	6%+15.40
ELECTRICIAN.....	\$ 34.21	6%+15.40

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 \* ELEC0659-004 01/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 59.09	20.22
ELECTRICIAN.....	\$ 38.49	17.74

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

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

\*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE

STREET ATLAS USA 5.0.

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ELEC0932-004 01/01/2022COOS, 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.....	\$ 43.97	22.81

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ENGI0701-005 01/01/2020

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

All jobs or projects located in the area outside the  
identified boundary above, but less than 50 miles from the  
Portland City Hall shall receive Zone II pay for all  
classifications.

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

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

All jobs or projects located within 30 miles of the

respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

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

##### Group 1A

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

##### Group 1B

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

##### Group 2

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



fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

#### Group 3

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

#### Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar

type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

#### Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

#### Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

	Rates	Fringes
IRONWORKER.....	\$ 41.62	31.72
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LAB00737-001 06/01/2022		

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 38.79	16.85
-----		
LAB00737-008 06/01/2022		

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 34.98	16.85
GROUP 2.....	\$ 36.25	16.85
GROUP 3.....	\$ 30.38	16.85

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 2.00

Zone 4 - 3.00

Zone 5 - 5.00

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

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

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

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

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

#### BASEPOINTS:

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

#### LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc);

Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

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

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

FOOTNOTE C:

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

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

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

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

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

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PAIN0055-002 07/01/2019

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

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 PAIN0055-033 07/01/2020

	Rates	Fringes
PAINTER		
Area 1: CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM, HOOD RIVER, MARION, MULTNOMAH, MORROW, POLK, SHERMAN, TILLAMOOK, UMATILLA, UNION, WALLOWA, WASCO, WASHINGTON, and YAMHILL Counties		
Painters.....	\$ 27.14	13.34
Area 2: BAKER, BENTON, CROOK, DESCHUTES, GRANT, HARNEY, JEFFERSON, LAKE, LANE, LINN, LINCOLN, MALHEUR, and WHEELER Counties		
Painters.....	\$ 24.14	13.34
Area 3: COOS, CURRY, DOUGLAS, JACKSON, JOSEPHINE, and KLAMATH Counties		
Painters.....	\$ 22.14	13.34

All high work over 60 ft. = base rate + \$0.75  
 -----

PLAS0555-001 07/01/2020

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	19.42
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	19.42
CEMENT MASONS.....	\$ 35.52	19.42
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	19.42

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65  
 Zone 3 - 1.15  
 Zone 4 - 1.70  
 Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
 SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the  
 respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
 respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

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

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TEAM0037-004 06/01/2020

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.08	16.40
GROUP 2.....	\$ 29.20	16.40
GROUP 3.....	\$ 29.34	16.40
GROUP 4.....	\$ 29.62	16.40
GROUP 5.....	\$ 29.85	16.40
GROUP 6.....	\$ 30.03	16.40
GROUP 7.....	\$ 30.24	16.40

Zone Differential (add to Zone 1 rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

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

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

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

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

Zone 5 - More than 80 miles from the respective City Hall

#### BASEPOINTS:

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

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job

site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cu yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

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

#### FOOTNOTE C:

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

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

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

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

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

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\* 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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"

**AMENDMENTS TO OREGON DETERMINATION 2022-02  
EFFECTIVE OCTOBER 1, 2022**

**Occupation and Premium/Differential Pay****Base Rate / Fringe Rate****GLAZIER****44.43****25.29**

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

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

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

**IRONWORKER****41.62****31.72****Zone Differential for Ironworker****(Add to Basic Hourly Rate)**

Zone 2     **5.63/hr.** or \$45.00 maximum per day

Zone 3     **8.75/hr.** or \$70.00 maximum per day

Zone 4     **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

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

**Reference Cities and Dispatch Center**

Medford

Portland

**LIMITED ENERGY ELECTRICIAN****Area 2 (Regions 12 and 13)****34.51****16.04****Reference Counties**

Baker

Grant

Umatilla

Wallowa

Gilliam

Morrow

Union

Wheeler

# Oregon Bureau of Labor and Industries

## **Prevailing Wage Rates for Public Works Contracts**

Val Hoyle  
Labor Commissioner  
Rates Effective July 1, 2022





VAL HOYLE  
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective July 1, 2022.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. In the 2021 Legislative Session, the Legislature passed [Senate Bill \(SB\) 493](#) which was signed by the Governor with the effective date of January 1, 2022. SB 493 amends state PWR law (ORS 279C.815) and provides that the prevailing rate of wage for each locality is the wage in the collective bargaining agreement that covers that occupation. If more than one collective bargaining agreement covers that occupation, the highest rate of wage among the collective bargaining agreements will prevail. Accordingly, the rates in this book are determined using wage information from current collective bargaining agreements for each trade and occupation for each of the 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

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

A handwritten signature in black ink that reads "Val Hoyle".

Val Hoyle  
Labor Commissioner

### More information about prevailing wage rates:

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

A separate document, [Definitions of Covered Occupations for Public Works Contracts in Oregon](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

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

Please contact us at [PWR.Email@boli.oregon.gov](mailto:PWR.Email@boli.oregon.gov) or (971) 353-2416, for additional information such as:

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



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JULY 1, 2022

Required Postings for Contractors and Subcontractors.....1

Public Works Bonds.....2

Finding the Correct Prevailing Wage Rate.....3

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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)

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

## **Required Postings for Prevailing Wage Contractors and Subcontractors**

### **PREVAILING WAGE RATES**

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

### **DETAILS OF FRINGE BENEFIT PROGRAMS**

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

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

### **WORK SCHEDULE**

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

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

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

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

## PUBLIC WORKS BONDS

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

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

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

### **Exemptions:**

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



# PREVAILING WAGE RATES

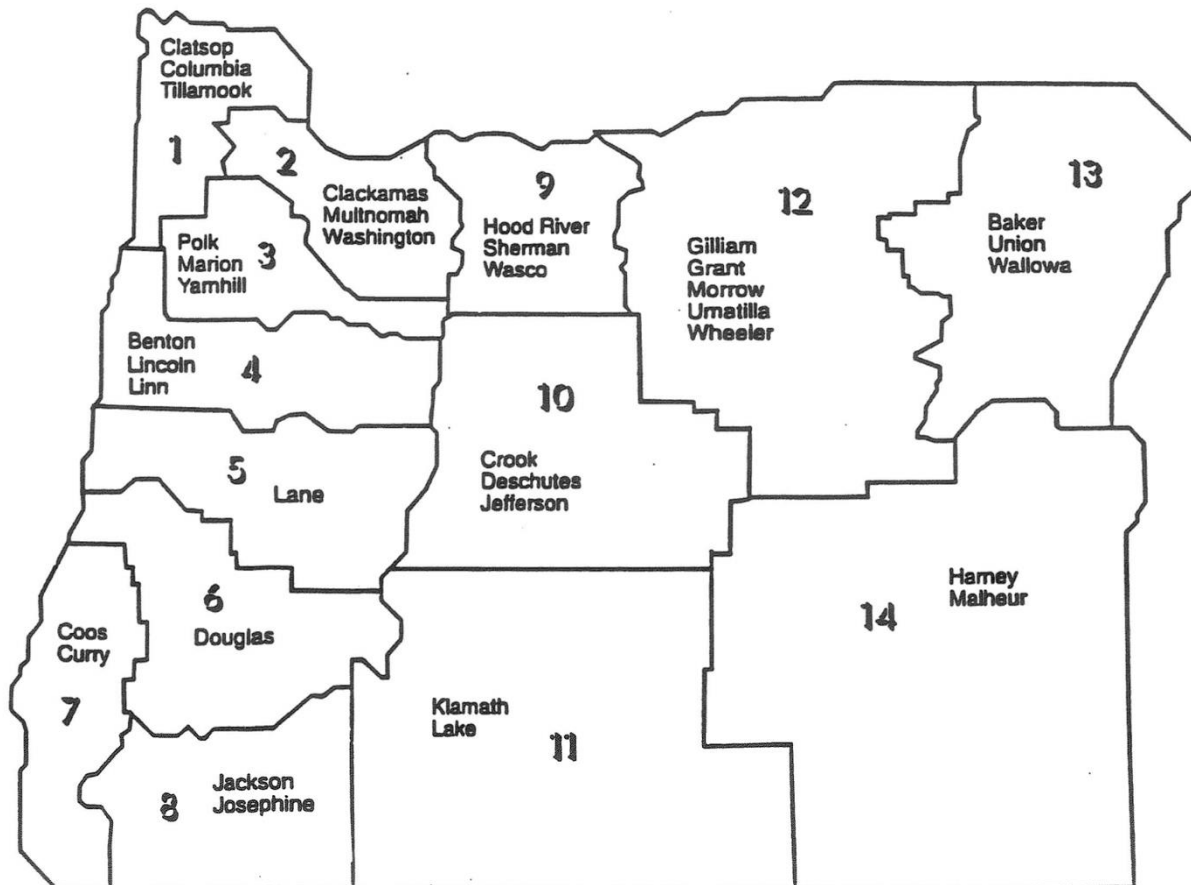
## FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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



To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.

2. *Find the correct occupation in the “Prevailing Wage Rate for Public Works Contracts” below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

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

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

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

**July 1, 2022**

**Prevailing Wage Rates by Occupations—Table of Contents**

*Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.*

<a href="#">Asbestos Worker/Insulator .....</a>	<a href="#">6</a>
<a href="#">Boilermaker.....</a>	<a href="#">6</a>
<a href="#">Bricklayer/Stonemason.....</a>	<a href="#">6</a>
<a href="#">Bridge and Highway Carpenter (See Carpenter Group 5) .....</a>	<a href="#">6</a>
<a href="#">Carpenter .....</a>	<a href="#">6</a>
<a href="#">Cement Mason .....</a>	<a href="#">7</a>
<a href="#">Diver .....</a>	<a href="#">8</a>
<a href="#">Diver Tender .....</a>	<a href="#">8</a>
<a href="#">Dredger.....</a>	<a href="#">9</a>
<a href="#">Drywall, Lather, Acoustical Carpenter &amp; Ceiling Installer .....</a>	<a href="#">9</a>
<a href="#">Drywall Taper (See Painter &amp; Drywall Taper) .....</a>	<a href="#">17</a>
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<a href="#">Elevator Constructor, Installer and Mechanic.....</a>	<a href="#">13</a>
<a href="#">Fence Constructor (Non-Metal).....</a>	<a href="#">13</a>
<a href="#">Fence Erector (Metal).....</a>	<a href="#">13</a>
<a href="#">Flagger (Laborer Group 3).....</a>	<a href="#">14</a>
<a href="#">Glazier.....</a>	<a href="#">13</a>
<a href="#">Hazardous Materials Handler.....</a>	<a href="#">14</a>
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<a href="#">Landscape Laborer/Technician.....</a>	<a href="#">15</a>
<a href="#">Limited Energy Electrician.....</a>	<a href="#">15</a>
<a href="#">Line Constructor.....</a>	<a href="#">16</a>
<a href="#">Marble Setter.....</a>	<a href="#">16</a>
<a href="#">Millwright Group 1 (See Carpenter Group 3) .....</a>	<a href="#">6</a>
<a href="#">Painter &amp; Drywall Taper .....</a>	<a href="#">16</a>
<a href="#">Piledriver (See Carpenter Group 6) .....</a>	<a href="#">6</a>
<a href="#">Plasterer and Stucco Mason.....</a>	<a href="#">17</a>
<a href="#">Plumber/Pipefitter/Steamfitter .....</a>	<a href="#">18</a>
<a href="#">Power Equipment Operator .....</a>	<a href="#">19</a>
<a href="#">Roofer.....</a>	<a href="#">21</a>
<a href="#">Sheet Metal Worker .....</a>	<a href="#">22</a>
<a href="#">Soft Floor Layer.....</a>	<a href="#">23</a>
<a href="#">Sprinkler Fitter.....</a>	<a href="#">23</a>
<a href="#">Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier).....</a>	<a href="#">23</a>
<a href="#">Tender to Plasterer and Stucco Mason .....</a>	<a href="#">24</a>
<a href="#">Testing and Balancing (TAB) Technician .....</a>	<a href="#">24</a>
<a href="#">Tile Setter/Terrazzo Worker: Hard Tile Setter.....</a>	<a href="#">24</a>
<a href="#">Tile, Terrazzo, and Marble Finisher .....</a>	<a href="#">24</a>
<a href="#">Truck Driver.....</a>	<a href="#">25</a>

**ASBESTOS WORKER/INSULATOR****57.17      23.02**

Firestop Containment

**42.38      16.69****BOILERMAKER****40.46      30.59****BRICKLAYER/STONEMASON****43.00      24.25**

This trade is tended by "Tenders to Mason Trades."

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

**CARPENTER****Zone A (Base Rate)**

Group 1	<b>44.80</b>	<b>19.21</b>
Group 2	<b>44.97</b>	<b>19.21</b>
Group 3	<b>50.24</b>	<b>19.21</b>
Group 4	<b>Eliminated</b>	
Group 5	<b>45.40</b>	<b>19.21</b>
Group 6	<b>45.74</b>	<b>19.21</b>

**Zone Differential for Carpenters**

Add to Zone A Base Rate

Zone B	<b>1.25</b> per hour
Zone C	<b>1.70</b> per hour
Zone D	<b>2.00</b> per hour
Zone E	<b>3.00</b> per hour
Zone F	<b>5.00</b> per hour
Zone G	<b>10.00</b> per hour

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

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

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

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

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

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

Zone G: More than 100 miles.

**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	

**Reference Cities for Group 3 Carpenters**

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

**CARPENTER** (continued)Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed, whichever is closer.

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

Group 2, 5 and 6:

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

Group 1 and 3:

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

Group 5 and 6:

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

Group 6:

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

**CEMENT MASON**

This trade is tended by "Concrete Laborer."

Group 1	<b>39.97</b>	<b>21.17</b>
Group 2	<b>40.81</b>	<b>21.17</b>
Group 3	<b>40.81</b>	<b>21.17</b>
Group 4	<b>41.64</b>	<b>21.17</b>

Zone Differential for Cement Mason

Add to Basic Hourly Rate

Zone A	<b>3.00</b> per hour
Zone B	<b>5.00</b> per hour
Zone C	<b>10.00</b> per hour

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

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

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

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

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

**CEMENT MASON** (continued)

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

**DIVER & DIVER TENDER**Zone 1 (Base Rate)

<b>DIVER</b>	<b>95.32</b>	<b>19.21</b>
<b>DIVER TENDER</b>	<b>51.32</b>	<b>19.21</b>

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

Zone Differential for Diver/Diver Tender

## Add to Zone 1 Base Rate

Zone 2	<b>1.25</b> per hour
Zone 3	<b>1.70</b> per hour
Zone 4	<b>2.00</b> per hour
Zone 5	<b>3.00</b> per hour
Zone 6	<b>5.00</b> per hour
Zone 7	<b>10.00</b> per hour

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

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

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

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

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

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

Zone 7: More than 100 miles.

Reference Cities for Diver/Diver Tender

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 via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Diver Depth Pay:

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

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

See Diver Enclosure Pay on page 9

**DIVER & DIVER TENDER** (continued)

Diver Enclosure Pay (working without vertical escape):

Distance Traveled in the Enclosure

0 – 25ft.  
25 – 300 ft.  
300 – 600 ft.  
Over 600 ft.

Daily Enclosure Pay

N/C  
\$1.00 per foot from the entrance  
\$1.50 per foot beginning at 300 ft.  
\$2.00 per foot beginning at 600 ft.

**DREDGER**Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	<b>51.46</b>	<b>16.15</b>
Assistant Engineer (Watch Engineer, Mechanic Machinist)	<b>48.30</b>	<b>16.15</b>
Tenderman (Boatman Attending Dredge Plant), Fireman	<b>46.81</b>	<b>16.15</b>
Fill Equipment Operator	<b>45.64</b>	<b>16.15</b>
Assistant Mate	<b>42.94</b>	<b>16.15</b>

Zone Differential for Dredgers

Add to Zone A Base Rate

Zone B           **3.00** per hour  
Zone C           **6.00** per hour

Zone mileage based on road miles:

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

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER**Zone 1 (Base Rate)

1. DRYWALL INSTALLER	<b>44.74</b>	<b>18.91</b>
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	<b>44.74</b>	<b>18.91</b>

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

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

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

See reference cities for zone differential on page 10

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER** (continued)Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

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

**ELECTRICIAN****Area 1 (Region 14)**

Electrician	<b>40.97</b>	<b>18.58</b>
Lighting Maintenance and Material Handler	<b>19.95</b>	<b>10.00</b>

Reference County

Malheur

Shift Differential

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

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

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

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

**Area 2 (Regions 12 and 13)**

Electrician	<b>51.75</b>	<b>24.18</b>
Cable Splicer	<b>54.34</b>	<b>24.26</b>
Certified Welder	<b>56.93</b>	<b>24.34</b>
Material Handler	<b>31.05</b>	<b>13.06</b>

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.



**ELECTRICIAN** (continued)**Area 3 (Regions 4, 5, 6 and 7)**

Electrician	<b>43.97</b>	<b>22.81</b>
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**Reference Counties**

Coos	Curry	Douglas
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Lane – <b>See Area 4</b>	Lincoln – <b>See Area 4</b>
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**Shift Differential**

1 <sup>st</sup> Shift “day”	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> Shift “swing”	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 <sup>rd</sup> Shift “graveyard”	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

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

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

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

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

Electrician	<b>49.36</b>	<b>20.20</b>
Cable Splicer	<b>54.30</b>	<b>20.35</b>
Lighting Maintenance/Material Handler	<b>22.67</b>	<b>10.08</b>

**Reference Counties for Area 4**

Benton	Deschutes	Lane	Lincoln
Crook	Jefferson	Linn	

Marion – <b>See Area 5 rate</b>	Polk – <b>See Area 5 rate</b>	Yamhill – <b>See Area 5 rate</b>
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**Shift Differential**

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

**ELECTRICIAN** (continued)**Area 5 (Regions 1, 2, 3 and 9)**

Electrician	<b>53.85</b>	<b>27.84</b>
Electrical Welder	<b>59.24</b>	<b>28.00</b>
Material Handler/Lighting Maintenance	<b>30.69</b>	<b>19.62</b>

**Reference Counties**

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

**Shift Differential**

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

**Zone Pay for Area 5 – Electrician and Electrical Welder**

Add to Basic Hourly Rate

Zone mileage based on air miles:

Zone 1	31-50 miles	<b>1.50</b> per hour
Zone 2	51-70 miles	<b>3.50</b> per hour
Zone 3	71-90 miles	<b>5.50</b> per hour
Zone 4	Beyond 90	<b>9.00</b> per hour

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

**Area 6 (Regions 6, 8, 11 and 14)**

Electrician	<b>40.97</b>	<b>18.58</b>
Lighting Maintenance and Material Handler	<b>19.95</b>	<b>10.00</b>

**Reference Counties**

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate**

See shift differential on page 13

**ELECTRICIAN** (continued)**Shift Differential**

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

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

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

**ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC****Area 1 (Regions 12 and 13)**

Mechanic	<b>59.70</b>	<b>43.48</b>
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**Reference Counties**

Baker                      Union                      Wallowa

Umatilla – **See Area 2 rate**

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

Mechanic	<b>59.95</b>	<b>43.68</b>
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**Reference Counties**

Benton	Douglas	Klamath	Multnomah	Deschutes
Clackamas	Gilliam	Lake	Polk	Josephine
Clatsop	Grant	Lane	Sherman	Morrow
Columbia	Harney	Lincoln	Tillamook	Wheeler
Coos	Hood River	Linn	Umatilla	Yamhill
Crook	Jackson	Malheur	Wasco	
Curry	Jefferson	Marion	Washington	

<b><u>FENCE CONSTRUCTOR (NON-METAL)</u></b>	<b>34.98</b>	<b>16.55</b>
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<b><u>FENCE ERECTOR (METAL)</u></b>	<b>34.98</b>	<b>16.55</b>
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<b><u>GLAZIER</u></b>	<b>44.43</b>	<b>25.09</b>
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Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

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

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

**HAZARDOUS MATERIALS HANDLER****28.03 14.18****HIGHWAY/PARKING STRIPER****38.18 15.08****Shift Differential**

Add \$1.85/hour to base rate for shifts that start between 3:00pm and 4:00am.

**IRONWORKER****Zone 1 (Base Rate):****41.13 30.72****Zone Differential for Ironworker**

Add to Basic Hourly Rate

Zone 2 **5.63/hr.** or \$45.00 maximum per dayZone 3 **8.75/hr.** or \$70.00 maximum per dayZone 4 **11.25/hr.** or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

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

Medford

Portland

**LABORER****Zone A (Base Rate):**

<b>Group 1</b>	<b>34.98</b>	<b>16.55</b>
<b>Group 2</b>	<b>36.25</b>	<b>16.55</b>
<b>Group 3 (Flagger)</b>	<b>30.38</b>	<b>16.55</b>
<b>Group 4 (Landscape Laborer)</b>	<b>24.17</b>	<b>16.55</b>

**Zone Differential for Laborers**

Add to Zone A Base Rate

Zone B **.85** per hourZone C **1.25** per hourZone D **2.00** per hourZone E **4.00** per hourZone F **5.00** per hour

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

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

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

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

See reference cities for zone differential page 15

**LABORER** (continued)**Reference Cities for Laborer**

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

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

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

<b><u>LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4)</u></b>	<b>24.17</b>	<b>16.55</b>
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**LIMITED ENERGY ELECTRICIAN**

<b><u>Area 1 (Region 14)</u></b>	<b>33.76</b>	<b>14.26</b>
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**Reference County**

Malheur

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

<b><u>Area 2 (Regions 12 and 13)</u></b>	<b>33.19</b>	<b>15.16</b>
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**Reference Counties**

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

<b><u>Area 3 (Regions 4, 5, 6 and 7)</u></b>	<b>33.42</b>	<b>20.14</b>
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**Reference Counties**

Benton	Curry	Lane	Linn
Coos	Douglas	Lincoln	

<b><u>Area 4 (Regions 3, 4, 5 and 10)</u></b>	<b>36.17</b>	<b>17.26</b>
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**Reference Counties**

Benton	Jefferson	Linn
Crook	Lane	Lincoln
Deschutes		

Benton – **See Area 3 rate**  
Lane – **See Area 3 rate**

Linn – **See Area 3 rate**  
Marion – **See Area 5 rate**

Polk – **See Area 5 rate**  
Yamhill – **See Area 5 rate**

**LIMITED ENERGY ELECTRICIAN** (continued)

<b><u>Area 5 (Regions 1, 2, 3 and 9)</u></b>	<b>44.23</b>	<b>22.30</b>
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Reference Counties

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

<b><u>Area 6 (Regions 6, 8, 11 and 14)</u></b>	<b>33.76</b>	<b>14.26</b>
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Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate****LINE CONSTRUCTOR****Area 1 (All Regions)**

Group 1	<b>64.58</b>	<b>23.24</b>
Group 2	<b>57.66</b>	<b>23.13</b>
Group 3	<b>33.05</b>	<b>15.49</b>
Group 4	<b>49.59</b>	<b>19.69</b>
Group 5	<b>43.25</b>	<b>16.85</b>
Group 6	<b>35.75</b>	<b>16.62</b>
Group 7	<b>19.24</b>	<b>12.42</b>

Reference Counties

All counties

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

<b><u>MARBLE SETTER</u></b>	<b>44.00</b>	<b>24.25</b>
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This trade is tendered by "Tile, Terrazzo, &amp; Marble Finishers."

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

**PAINTER & DRYWALL TAPER**

COMMERCIAL PAINTING	<b>30.72</b>	<b>14.18</b>
INDUSTRIAL PAINTING	<b>32.52</b>	<b>14.18</b>
BRIDGE PAINTING	<b>38.19</b>	<b>14.18</b>

Shift Differential for Painter

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

See Drywall Taper on page 17.

**PAINTER & DRYWALL TAPER** (continued)

## DRYWALL TAPER

Zone A (Base Rate) **42.52** **19.13**

Zone Differential for Drywall Taper

Add to Zone A Base Rate

Zone B **6.00** per hourZone C **9.00** per hourZone D **12.00** per hourDispatch Cities for Drywall Taper

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

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

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

**PLASTERER AND STUCCO MASON**

This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate) **41.16** **19.23**

Zone Differential for Plasterer and Stucco Mason

Add to Zone A Base Rate

Zone B **6.00** per hourZone C **9.00** per hourZone D **12.00** per hour

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

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

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

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

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

**PLUMBER/PIPEFITTER/STEAMFITTER****Area 1 (Regions 13 and 14)****34.00****17.07****Reference Counties**

Harney Malheur

Baker – **See Area 2 rates****Zone Differential for Area 1****Add to Base Rate**

Zone 1 **2.50** per hour  
 Zone 2 **3.50** per hour  
 Zone 3 **5.00** per hour

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

**Area 2 (Regions 12 and 13)****54.00****34.11****Reference Counties**

Baker Grant Umatilla Wallowa  
 Gilliam Morrow Union Wheeler

**Zone Differential for Area 2****Add to Base Rate**Zone 2 **10.62/hr.** not to exceed \$80.00 day.

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

Zone mileage based on road miles:

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

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

**Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)****50.68****35.00****Reference Counties**

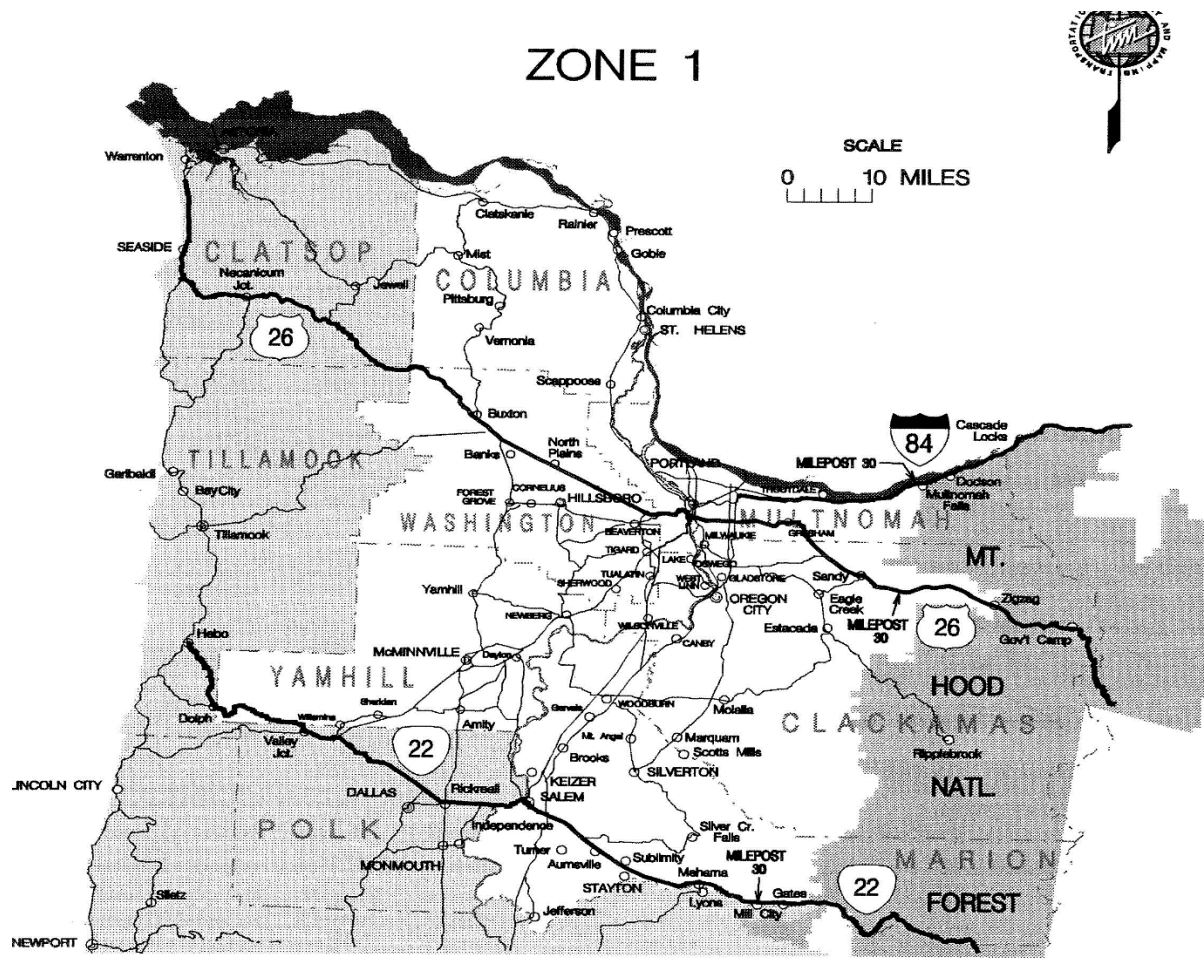
Benton Deschutes Lake Sherman  
 Clackamas Douglas Lane Tillamook  
 Clatsop Hood River Lincoln Wasco  
 Columbia Jackson Linn Washington  
 Coos Jefferson Marion Yamhill  
 Crook Josephine Multnomah  
 Curry Klamath Polk

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



**POWER EQUIPMENT OPERATOR****Zone 1 (Base Rate)**

Group 1	51.65	16.35
Group 1A	53.81	16.35
Group 1B	55.97	16.35
Group 2	49.74	16.35
Group 3	48.59	16.35
Group 4	45.26	16.35
Group 5	44.02	16.35
Group 6	40.80	16.35

**POWER EQUIPMENT OPERATOR MAP****Zone Pay Differential for Power Equipment Operator**

Add to Zone 1 Base Rate

Zone 2	<b>3.00</b> per hour
Zone 3	<b>6.00</b> per hour

**For projects in the following metropolitan counties:**

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

**POWER EQUIPMENT OPERATOR** (continued)

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

**Reference cities for projects in all remaining counties:**

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

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

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

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

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

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

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

**Shift Differential****Two-Shift Operations:**

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

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

**Three-Shift Operations:**

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

**ROOFER****Area 1 (Regions 1, 2, 9, 10, 12 and 13)****38.78****20.48****Reference Counties**

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

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

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

**Area 2 (Regions 3, 4, 5, 6, 7, 8, 10, 11 and 14)****32.55****18.65****Reference Counties**

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

Crook – **See Area 1 rates**      Deschutes – **See Area 1 rates**

Add \$2.00 to the base rate for handling coal tar products.

Add \$1.50 to the base rate for handling fiberglass insulation.

**Area 4 (Regions 12 and 13)****38.78****20.48****Reference Counties**

Umatilla	Union	Wallowa
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*Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.*

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

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

**Area 5 (Region 12)****38.78****20.48****Reference County**

Morrow

*Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.*

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

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

**SHEET METAL WORKER****Area 1 (Regions 1, 2, 3, 4, 9 and 12)****45.80****25.46****Reference Counties**

Benton	Grant	Morrow	Umatilla
Clackamas	Hood River	Multnomah	Wasco
Clatsop	Lincoln	Polk	Washington
Columbia	Linn	Sherman	Wheeler
Gilliam	Marion	Tillamook	Yamhill

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

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

**Area 2 (Regions 13 and 14)**

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**Reference Counties**

Baker – **See Area 3 rate**      Malheur – **See Area 6 rate**

**Area 3 (Regions 12 and 13)****44.09****25.28****Reference Counties**

Baker                  Union                  Wallowa

Morrow – **See Area 1 rate**      Umatilla – **See Area 1 rate**

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

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

**Area 4 (Regions 5 and 6)****37.78****22.72****Reference Counties**

Douglas                  Lane

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

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

**Area 5 (Region 7)****38.14****23.76****Reference Counties**

Coos                  Curry

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.

**SHEET METAL WORKER** (continued)

**Area 6 (Regions 7, 8, 11 and 14)** **32.12      21.39**

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Curry – **See Area 5 rate**

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

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

**Area 7 (Region 10)** **35.36      21.31**

Reference Counties

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** **37.23      18.17**

**SPRINKLER FITTER**

**Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)** **44.13      25.84**

Reference Counties

Benton	Douglas	Klamath	Multnomah
Clackamas	Gilliam	Lake	Polk
Clatsop	Grant	Lane	Sherman
Columbia	Harney	Lincoln	Tillamook
Coos	Hood River	Linn	Umatilla
Crook	Jackson	Malheur	Wasco
Curry	Jefferson	Marion	Washington
Deschutes	Josephine	Morrow	Wheeler
			Yamhill

**Area 2 (Regions 12, 13, 14)** **37.81      25.83**

Reference Counties

Baker	Union	Wallowa
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Gilliam – **See Area 1 rate**Malheur – **See Area 1 rate**Umatilla – **See Area 1 rate**Grant – **See Area 1 rate**Morrow – **See Area 1 rate**

**TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)** **38.79      16.55**

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

**TENDER TO PLASTERER AND STUCCO MASON**

<u>Zone A (Base Rate)</u>	<b>37.62</b>	<b>17.80</b>
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Zone Differential for Tender to Plasterer and Stucco Mason  
Add to Zone A Base Rate

Zone B     **6.00** per hour  
Zone C     **9.00** per hour  
Zone D     **12.00** per hour

Zone A: Projects located within 60 miles of city hall in the reference cities listed.  
Zone B: More than 61 miles but less than 80 miles.  
Zone C: More than 81 miles but less than 100 miles.  
Zone D: More than 101 miles

Reference Cities

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

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

**TESTING AND BALANCING (TAB) TECHNICIAN**

For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork

See [SHEET METAL WORKER RATE](#)

For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

<b><u>TILE SETTER/TERRAZZO WORKER: Hard Tile Setter</u></b>	<b>37.65</b>	<b>20.83</b>
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This trade is tended by "Tile, Terrazzo, & Marble Finisher."

Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkor acetylene.

**TILE, TERRAZZO, AND MARBLE FINISHER**

<b>1. TILE, TERRAZZO FINISHER</b>	<b>28.29</b>	<b>15.30</b>
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Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkor acetylene.

<b>2. BRICK &amp; MARBLE FINISHER</b>	<b>28.29</b>	<b>15.43</b>
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Add \$1.00 per hour to base rate for refractory repair work.

**TRUCK DRIVER****Zone A (Base Rate)**

Group 1	<b>30.09</b>	<b>16.73</b>
Group 2	<b>30.23</b>	<b>16.73</b>
Group 3	<b>30.37</b>	<b>16.73</b>
Group 4	<b>30.67</b>	<b>16.73</b>
Group 5	<b>30.91</b>	<b>16.73</b>
Group 6	<b>31.10</b>	<b>16.73</b>
Group 7	<b>31.32</b>	<b>16.73</b>

**Zone differential for Truck Drivers**

Add to Zone A Base Rate

Zone B	<b>.65</b> per hour
Zone C	<b>1.15</b> per hour
Zone D	<b>1.70</b> per hour
Zone E	<b>2.75</b> per hour

Zone A: Projects within 30 miles of the cities listed.

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

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

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles.

**Reference Cities**

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

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

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2022**

**To: All Oregon Contracting Agencies**

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 353-2416.

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



**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2022**

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

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2022**

	<b><u>CONTRACTOR NAME</u></b>	<b><u>DATE PLACED</u></b>	<b><u>REMOVAL DATE</u></b>
17.	<b>Hoang, Lisa</b> aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr, #206 Portland, OR 97213 731 N Hayden Meadows Dr, #206 Portland, OR 97217 2408 NE 164 <sup>th</sup> Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
18.	<b>Kim Bell Flagging, Inc.</b> 8535 Woodard Ave. SE Salem, OR 97317	January 12, 2016	January 11, 2023
19.	<b>Miller, David</b> 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
20.	<b>Nam, Sang In</b> <b>dba Cornerstone Janitorial Services</b> 130 NE Danbury Ave. Hillsboro, OR 97124	September 20, 2016	Not to be Removed
21.	<b>Nguyen, Hai T.</b> 9024 Silver Star Ave. Vancouver, WA 98664	February 3, 2020	February 2, 2023
22.	<b>NW Flagging LLC</b> 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 <sup>th</sup> Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
23.	<b>Oregon Building &amp; Landscaping Services LLC</b> 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 <sup>th</sup> Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE  
TO RECEIVE PUBLIC WORKS CONTRACTS  
PUBLICATION DATE: JULY 1, 2022**

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

**VAL HOYLE, COMMISSIONER  
BUREAU OF LABOR AND INDUSTRIES**

## **Prevailing Wage Rate Laws Handbook**

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

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

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

## SPECIAL PROVISIONS

### PART 00100 – GENERAL CONDITIONS

Replace the PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2021, a Supplemental Specification published by Marion County on Marion County Public Works Engineering Division website at: [Http://www.co.marion.or.us/PW/Engineering](http://www.co.marion.or.us/PW/Engineering) and included in these special provisions by reference.

### SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions modified as follows.

00110.05(e) Reference to Websites – Add the following bullet to the end of this subsection:

- ODOT Construction Section – Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)

### SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

**00120.00 Prequalification of Bidders** – Revise this section as follows:

Replace the address in the first bullet with the following:

355 Capital St. NE  
Salem, OR 973011

Replace the address in the second bullet with the following:

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

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

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

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

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

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

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the OregonBuys website at

<https://oregonbuys.gov/bsol>. Bidders shall be solely responsible to check OregonBuys for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

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

**(a) General:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**00120.45(b) Emailed Bids** - Submit emailed Bids to [PO\\_Contracts@co.marion.or.us](mailto:PO_Contracts@co.marion.or.us). Emailed Bids will be considered time-stamped and received by the Agency at the time they are received by the designated email address. Email subject line shall be clearly marked "Bid for [Project name]" and include the Agency's Bid number. Bidders must include their name and address and contact information in the body of the email.

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

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

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

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

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

Replace the last bullet in this section with the following:

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

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

## **SECTION 00130 – AWARD AND EXECUTION OF CONTRACT**

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

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

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

Replace the last paragraph with the following:

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

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

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

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

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

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

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

#### **SECTION 00140 – SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications

#### **SECTION 00150 - CONTROL OF WORK**

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

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

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

#### **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications

#### **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00140 of the Standard Specifications

#### **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

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

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

**00170.02 Permits, Licenses, and Taxes** – Add the following bullet:

- Obtain a Marion County electrical permit

**00170.65(b)(4) Owner/Operator Data** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Driver's name



- Present driver license upon request
- Vehicle identification number
- Present vehicle registration upon request
- Motor vehicle license plate number
- Motor Carrier account number
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

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

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

### **SECTION 00180 – PROSECUTION AND PROGRESS**

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

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

- Reasonably predictable weather conditions; or

### **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

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

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

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

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

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

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training,

technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:

- Capable of recording and securely retaining the same required “weigh memo” information identified above. For retention see 00170.07(c).
- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

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

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

## **SECTION 00195 - PAYMENT**

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

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

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

## **SECTION 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:

Add the following subsection:

**00220.42 Road Closure** – The contractor may close Wheatland Road NW for **not more than 40 calendar days**. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure. Notify the Engineer 5 calendar days before closing the road.

## **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications.

## **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

**00222.40(e) Temporary Sign Placement** - Add the following to the end of the bullet list:

- Install an 18 by 24-inch "NO PARKING" (R8-3a) signs on 100 foot spacing along restricted parking area adjacent to the Marion Tower.

## **SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

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

**00223.31(b) Traffic Control Inspection Without TCS** - Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

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

## **SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

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

**00224.80 Measurement** – In the first sentence, before "The quantities of..." add "When included in the schedule of items...."

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

## **SECTION 00231 - TEMPORARY CONSTRUCTION ENTRANCE**

Section 00231, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00231.00 Scope** - This Work consists of constructing, maintaining, and removing temporary, unpaved access for the use of Contractor and Agency Equipment and personnel as needed, shown, or directed.

### **Materials**

**00231.11 Geotextile** - Furnish subgrade geotextile, embankment geotextile, or riprap geotextile, at the Contractor's option. Geotextile shall meet the requirements of Section 02320, with documentation according to 02320.10(c).

**00231.12 Geogrid** - Subgrade reinforcement geogrid, if used, shall meet the requirements of Section 02320.

**00231.13 Road Material** - Furnish crushed Aggregate Base, stone embankment, or other suitable granular material capable of supporting the weight of Equipment intended to use the temporary construction entrance.

#### **Construction**

**00231.42 Temporary Access Road** - Construct temporary construction entrance to the width, grade, profile, and depth of base sufficient to support the weight of Equipment using the construction entrance. Install geotextile or geogrid prior to placing materials for construction entrance.

#### **Maintenance**

**00231.60 Surface Maintenance** - Maintain temporary construction entrance so that the surface remain firm, smooth, free of ruts or standing water, and are graded to prevent concentrations of runoff water. Promptly remove accumulations of mud or debris.

#### **Finishing and Cleaning Up**

**00231.70 General** – Materials that are not incorporated into the permanent work remain the property of the contractor.

- Remove all Materials.
- Shape and permanently restore areas affected areas .
- Apply permanent seeding to the area occupied by the temporary construction entrance according to Section 01030.
- Dispose of excess materials according to 00330.41(a)(5).

#### **Measurement**

**00231.80 Measurement** - Except for permanent seeding, no measurement of quantities will be made for Work performed under this Section.

Permanent seeding will be measured according to 01030.80.

#### **Payment**

**00231.90 Payment** - The accepted quantities of Work performed under this Section, except for permanent seeding work, will be paid for at the Contract amount for the item "Construction Entrances"

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 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT**

Comply with Section 00253 of the Standard Specifications modified as follows:

**00253.01 General** - Add the following paragraph to the end of this subsection:

Furnish work platform according to 00253.08

**00253.03 Submittals** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Work Access Submittals** - Submit all specified stamped drawings, specifications and design calculations for work platforms according to 00150.35 at least 21 Calendar Days prior to the installation of work access systems.

Submit the following:

- Stamped design calculations assuring that the temporary platform can safely resist the combined effects of dead loads, live loads, and wind loads
- Stamped Working Drawings clearly defining on the face of the plans the following:
  - Dimensional limits and loading limits that satisfy the conditions listed in 00253.09 for exemption from design calculations for the Platform structural members.
  - Work platform, scaffolding, and containment system dead load (in pounds and pounds per square foot)
  - Maximum allowable accumulations of collected debris allowed in conjunction with all personnel, Equipment, Material, and other simultaneous loading
  - Maximum allowable personnel, Equipment, Material, and other simultaneous loading
  - Maximum wind speed at which containment wall materials may remain on the Structure
- Stamped specifications and design calculations

#### **00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements -**

Design work platforms, scaffolding, and containment Structures for dead load, live load, and wind load. Obtain basic wind speed as shown on Standard Drawing TM671 and applied in the most critical direction. For Structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

Provide designs with a factor of safety of at least six for wire ropes and connecting hardware and at least four for all other components for containment Structure and work platform components.

Verify structural adequacy of the Platform with added loading from containment Structures and work platforms using AASHTO *Standard Specifications for Highway Bridges*, Group II, III, V, and VI load combinations.

**00253.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities for work access, will be paid at the contract lump sum price for the item "Work Platform".

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

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

Furnish filter sock material with a diameter of 8 inches.

**00280.30 Erosion and Sediment Control Manager** - Replace the first paragraph with the following.

Designate and provide an ESCM who possesses a valid ODOT ESCM certificate or who has successfully completed an erosion control training that is acceptable to the Engineer.

Delete the last paragraph.

**00280.46(a) Construction Entrances** - Add the following to the end of this subsection:

Construct construction entrances as shown or directed.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

Item	Quantity
Filter Sock .....	100 Feet
Oil Absorbent Pads .....	1 Carton
General Absorbant .....	3 sacks

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

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

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

00280.62(b) Rainfall – In the sentence that begins "Furnish and install...." after ".....Project site" add "or use McNary Field Station (<https://www.wunderground.com/weather/KSLE>).

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

to September 1 each calendar year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

## 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/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

It is anticipated that construction surveying will consist of staking existing right-of-way and permanent easements and clearing limits, if needed.

### **Construction**

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

### **Measurement**

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

### **Payment**

**00305.90 Payment** - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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 00560 - STRUCTURAL STEEL BRIDGES**

Replace the Section title except for section number with the following:

### **SECTION 00560 - STRUCTURAL STEEL BRIDGES AND PLATFORMS**

Comply with Section 00560 of the Standard Specifications modified as follows:

Add the following subsection:

**00560.04 Erection Plan** - Submit an erection plan with unstamped Working Drawings according to 00150.35 at least 21 Calendar Days before the start of the steel erection Work. Include the proposed erection method and the amount and character of Equipment to be used for review. Do not perform Work until approval has been obtained. This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment, or from carrying out the Work in full according to the Plans and Specifications.

Add the following subsection:

**00560.05 Pre-Erection Coordination Meeting** - Hold an erection coordination meeting with the Engineer at least 7 Calendar Days before beginning any steel erection operations to discuss erection procedures, schedules, staging, personnel, Equipment to be used, and other elements of the approved erection plan.

**00560.29(d) Verification Testing, Installation, and Inspection** - Replace Table 00560-1 with the following:

**Table 00560-1  
Required Fastener Tension in Bolts**

<b>Nominal Bolt Size (inch)</b>	<b>Minimum Tension (kips)</b>
1/2	12
5/8	19
3/4	28
7/8	39
1	51
1 1/8	64
1 1/4	81
1 3/8	97
1 1/2	118

**00560.29(d)(1)(b) Installation** - Replace Table 00560-2 with the following:

**Table 00560-2  
Direct Tension Indicators**

<b>Bolt Diameter (inch)</b>	<b>Verification Tension (Kips)</b>	<b>Maximum Verification Refusals</b>	<b>DTI Spaces</b>	<b>Minimum Installation Refusals</b>
1/2	13	1	4	2
5/8	20	1	4	2
3/4	29	2	5	3
7/8	41	2	5	3
1	54	2	6	3
1 1/8	67	2	6	3
1 1/4	85	3	7	4
1 3/8	102	3	7	4
1 1/2	124	3	8	4

**00560.30 Fabricators** - Replace this subsection, except for the subsection number and title, with the following:

Structural steel Bridge fabricators shall have an American Institute of Steel Construction (AISC) Certified Bridge Fabricator - Intermediate (IBR) certification. For fracture critical Structures, the fabricator shall also have an AISC Fracture Critical Endorsement (FC). All fabricators of earthquake restraints shall have either a current AISC IBR certification or a Certified Bridge Fabricator - Simple (SBR) certification.

**00560.46(b) Methods and Equipment** - Delete this subsection.

**00560.46(g) Assembling Steel** - Add the following paragraph to the end of this subsection:

Before releasing the erection cranes for the bolted connections in the air, do the following:

- Install 50 percent of the bolts in the top and bottom flanges and the web with all nuts finger-tight;
- Meet the erection bracing and support requirements shown and approved;



- Fully tension the bolts connecting the bracing and supports.

If lifting brackets are bolted to the beam top flanges:

- Drill bolt holes in the shop. Field drilling of bolt holes for lifting brackets is not allowed.
- Fill bolt holes in girder top flanges with high strength bolts after erection with fully torqued ASTM F3125 Grade A325 bolts. Place each bolt head on the bottom side of the top flange.

Securely tie, brace, or shore steel members immediately after erection as shown on the erection drawings. Maintain bracing or shoring until the diaphragms are in place and as shown in the erection drawings. Protect Roadway, and marine traffic underneath previously erected steel from falling objects.

**00560.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

Structure	Steel Type	Quantity (Pound)
Wheatland Tower Catwalks	Grade 50	12,000

00560.90 Payment – Add the following bid item:

Pay Item	Unit of Measurement
(i) Steel Platform.....	Lump Sum

**SECTION 00598 – PROVISIONS FOR WINCHES**

Section 00598, which is not a Standard Specification, is included in this Project by Special Provision.

**00598.00 Scope** – In addition to the requirements of Section 00960, this work consists of replacing the existing winch and wire new winches into existing electric cabinet.

**00598.10 Materials** - Furnish two Tulsa RN10W winches, or approved equals that meet the following minimum technical specifications:

Hydraulic Performance	Specification
Winch Housing Space Constraints	4' 10" x 4' 10" x 3'-4" High
Line Pull	10,000 lb
Line Speed	21 fpm (6 mpm)
Cable Capacity	23 ft min
<b>Mechanical Drive</b>	
Input Torque-Static	1,618 lb (183 (Nm)
Input Torque-Dynamic	1,100 lb (124 Nm)
<b>Hydraulic Drive</b>	
Pressure	1,600 psi (103 bar)
<b>Cable size, maximum</b>	
<b>0.375</b>	343 ft (105 m)
<b>0.50</b>	198 ft (60 m)

**00598.40 Construction** – Remove existing winch and attachments. Install and secure winches through deck and base plate with stainless steel bolts and hardware as noted. Wire winches into existing electrical cabinet. Wrap existing steering cable in opposite directions for each winch. Winches shall be able to turn independently or in opposite directions as needed to take up cable slack. Winches shall also function together to steer the vessel.

**00598.60 Turn-on** – This work includes starting and demonstrating the winches are operational and are properly connected to turn the vehicle. Notify the Engineer 72 hours in advance.

Turn-on does not constitute final approval. The contractor is still obligated to finish any incomplete portion of the installation and correct problems with workmanship or replace material that does not meet specification. After turn-on, damage to the winch caused by conditions beyond the contractor's control will be the responsibility of the Agency.

**00598.80 Measurement** – No measurement for the removal and installation of winches will be made for work performed under this section.

**00598.90 Payment** – The accepted quantities of work performed under this section will be paid for at the lump sum basis for Winches Complete.

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

No additional payment will be made for:

- Removal of existing winch, connections and wiring as needed
- Attachment of new winches to vessel
- Wiring new winches, including any conduit and junctions needed that are not already in place
- Turn on and troubleshooting

## **SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS**

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

**00950.02 Definitions** - Delete this subsection.

**00950.41 Removal and Abandonment** - Add the following to the end of this subsection:

This Work consists of removing the following existing electrical systems:

<b>Equipment Description</b>	<b>Location</b>
Electrical wiring and connections	Wheatland Ferry Winch

## **SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS**

**00960.30 Licensed Electricians** - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs

electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

Electrical energy costs will be billed to the Agency for permanent installations.

### **SECTION 01030 - SEEDING**

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

**01030.13 Seed** – Replace this subsection, except for the subsection number and title, with the following:

Furnish a commercially available native seed mix that is suited to a variety of soil types and conditions, has good recuperative potential, and will tolerate sun and medium shade.

**01030.13(c) Pure Live Seed** - Replace this subsection, except for the subsection number and title, with the following:

Apply seed according to the application rate recommended by the seed manufacturer.

**01030.40 General** - Add the following sentence after the sentence beginning “Notify the Agency...”:

Notify the Agency at least 5 Days before seeding begins.

**01030.43(c) Seed Application Rates** - Apply seed according to 001030.13(c).

Rake or harrow seed to a depth of 2.5 to 3 times the seed length and not more than ¼ inch depth.

**00130.45 Soil Testing** – Delete this subsection.

**01030.60 General** - Add the following sentence after the last bullet:

The minimum living plant coverage for native plant seeding is 80 percent of ground surface.

### **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**002530.10 Structural Steel for Bridges** - Replace this subsection, except for the subsection number and title, with the following:

Structural steel for Platforms shall conform to the following, as shown or specified:

- AASHTO M 270, Grade 36 (ASTM A709, Grade 36)
- AASHTO M 270, Grade 50 (ASTM A709, Grade 50)
- AASHTO M 270, Grade 50W (ASTM A709, Grade 50W)
- AASHTO M 270, Grade HPS 70 (ASTM A709 Grade HPS 70)
- AASHTO M 270, Grade HPS 70W (ASTM A709 Grade HPS 70W)

Impact test requirements, for both non-fracture-critical tension components (T), and fracture-critical tension components (F), are to be according to Zone 2 requirements of AASHTO M 270 Tables 11 and 12, respectively.

FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\FEDERALFERRYGRANT\PHASE 3A\CAD\DRAWING\FEDERALFERRY\_GENERAL.DWG PLOTTED: 2022/08/22 12:07 PM


MARION COUNTY DEPARTMENT OF PUBLIC WORKS

PLANS FOR PROPOSED PROJECT  
STRUCTURES AND ELECTRICAL

MARION COUNTY FERRY BOAT PROGRAM (PHASE 3A)

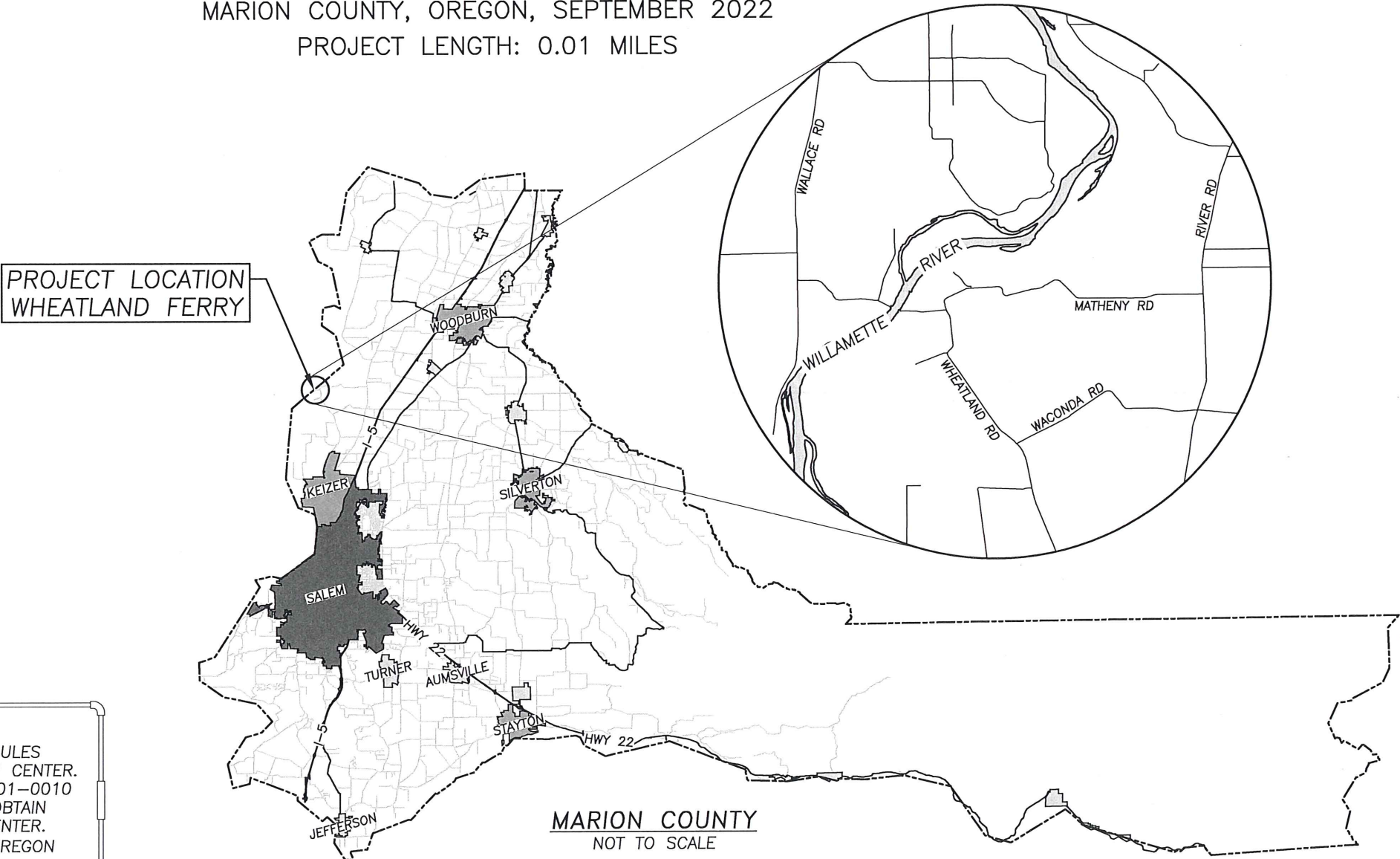
MARION COUNTY, OREGON, SEPTEMBER 2022  
PROJECT LENGTH: 0.01 MILES

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



REGISTERED PROFESSIONAL  
ENGINEER  
86,015  
*Steven L. Preszler*  
OREGON  
JANUARY 22, 2012  
STEVEN L. PRESZLER

EXPIRES 12-31-2022



**ATTENTION:**  
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY CENTER IS (503) 232-1987)

SHEET INDEX	
SHEET NO.	DESCRIPTION
G-1	COVER SHEET
B-1	DETAILS
C-1	GENERAL CONSTRUCTION
J-1	GENERAL ELEVATIONS AND STRUCTURAL NOTES
J-2	MARION TOWER DETAILS
J-3	MARION TOWER PLATFORM DETAILS
J-4	LOWER PLATFORM DETAILS

ODOT STANDARD DRAWING INDEX	
RD1030	SEDIMENT BARRIER TYPE 2, 3, AND 4
RD1040	SEDIMENT FENCE
TM800	TABLES, ABRUPT EDGE AND PCMS DETAILS
TM820	TEMPORARY BARRICADES

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS. EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:  
*Lari Radtke* 8/23/2022  
SIGNATURE AND DATE  
*Lari Radtke, County Engineer*  
PRINT NAME AND TITLE

MARION COUNTY

MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)

DEPARTMENT OF PUBLIC WORKS

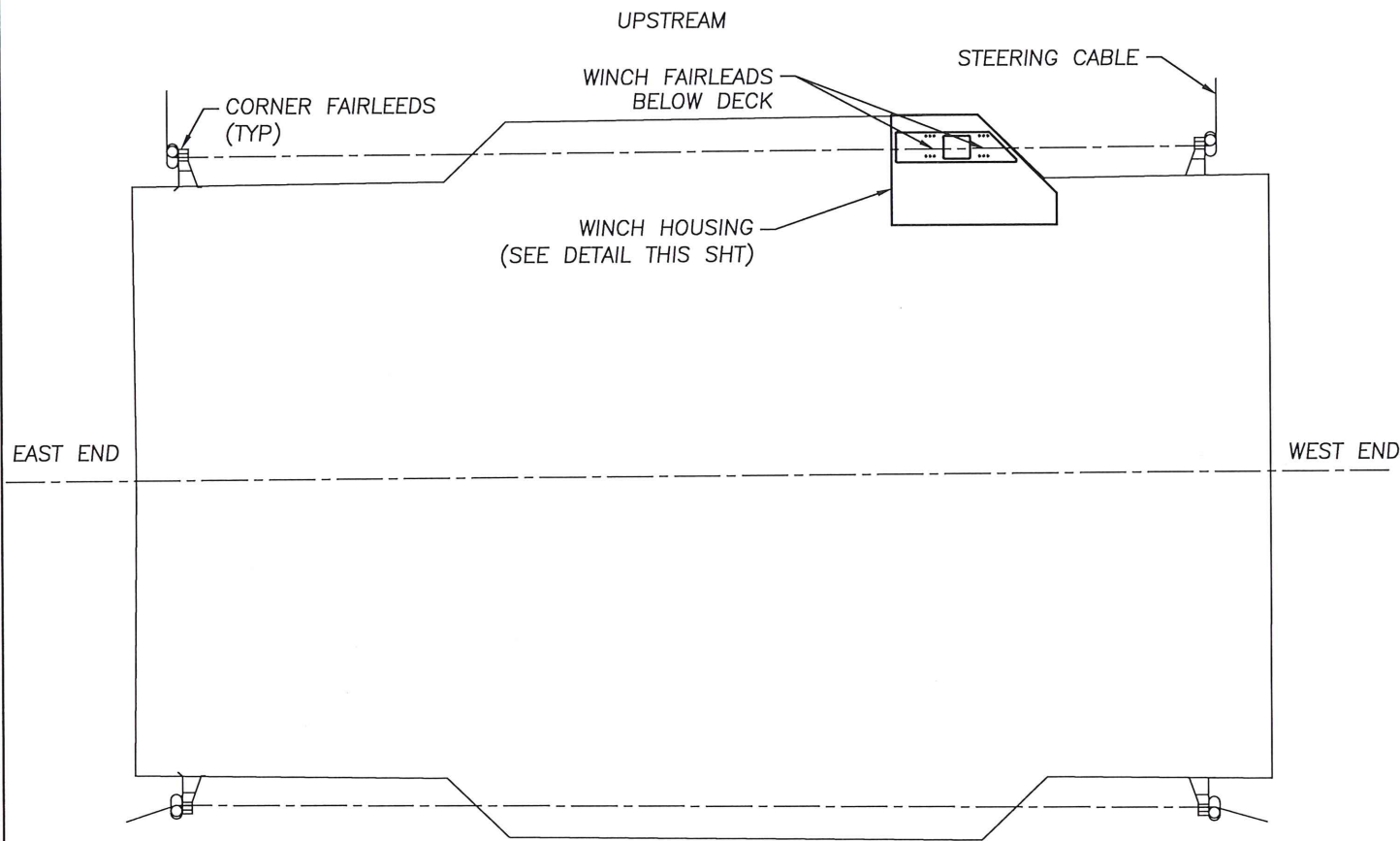
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ECMS NO.: 2023-451  
FED. PROJ. NO.: C047(101)  
KEY NO.: 22493  
SITE NO.: FYWF  
HORIZ. DATUM: OCRS SALEM  
VERT. DATUM: NAVD88  
DESIGNED BY: SLP  
DRAWN BY: SLP

TITLE:  
COVER SHEET

SHEET:  
G-1



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① FERRY DECK PLAN  
SCALE: 1" = 10'

**GENERAL NOTES**

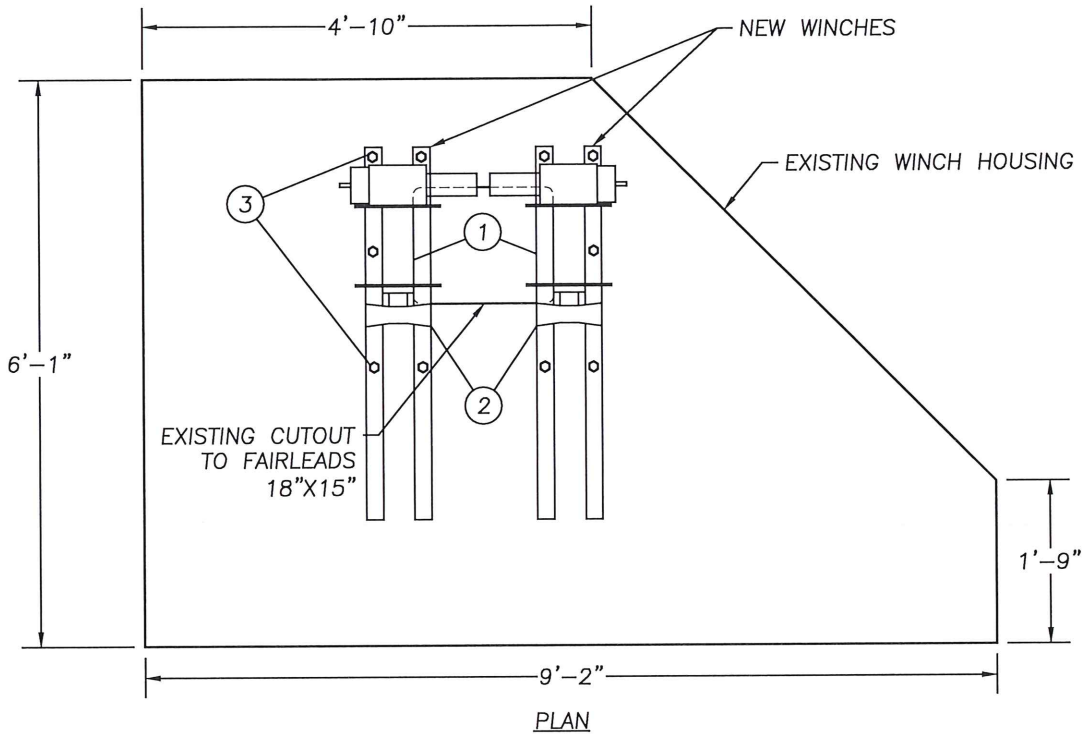
1. VESSEL WILL BE DOCKED AT THE YAMHILL RAMP DURING INSTALLATION
2. EXISTING WIRING AND RACEWAYS CONNECT TO ELECTRICAL PANEL IN ADJACENT PILOT HOUSE.
3. ALL ELECTRICAL MATERIALS AND WORKMANSHIP SHALL CONFORM TO UL, NEMA, NESC AND NEC STANDARDS AS APPLICABLE.

**SEQUENCE OF INSTALLATION**

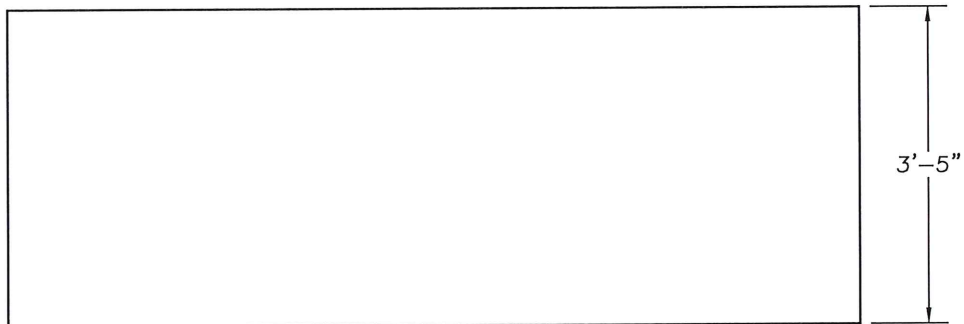
1. DISCONNECT EXISTING STEERING CABLES FROM EXISTING WINCH
2. REMOVE EXISTING WINCH
3. INSTALL NEW TULSA RN10W WINCHES OR APPROVED EQUAL AS NOTED
4. REATTACH STEERING CABLES BOTH DIRECTIONS TO NEW STEERING WINCHES
5. WITH WINCH DRUMS LOCKED WIND STEERING CABLE TIGHT IN OPPOSITE DIRECTIONS TO EACH DRUM

**CONSTRUCTION KEYNOTES**

- ① CENTER DRUM OVER CUTOUT TO FAIRLEADS. ADJUST SO THAT FACE OF DRUM IS IN LINE WITH EDGE OF CUTOUT.
- ② ADJUST WINCH LOCATION ON FACTORY SKIDS AS NEEDED TO POSITION WINCH OVER CUTOUT.
- ③ ATTACH WENCH THROUGH DECK WITH 5/8" DIA. STAINLESS STL BOLTS - 10 TOTAL (5 EA.)
- ④ CONNECT NEW WINCHES TO EXISTING WIRING. PROVIDE SPLICES, JUNCTIONS WIRING AND CONDUIT AS NEEDED.



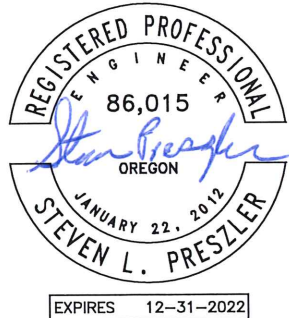
PLAN



ELEVATION

② WINCH HOUSING AND INSTALLATION LAYOUT  
SCALE: 1" = 2'

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



MARION COUNTY  
**MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)**

DEPARTMENT OF PUBLIC WORKS

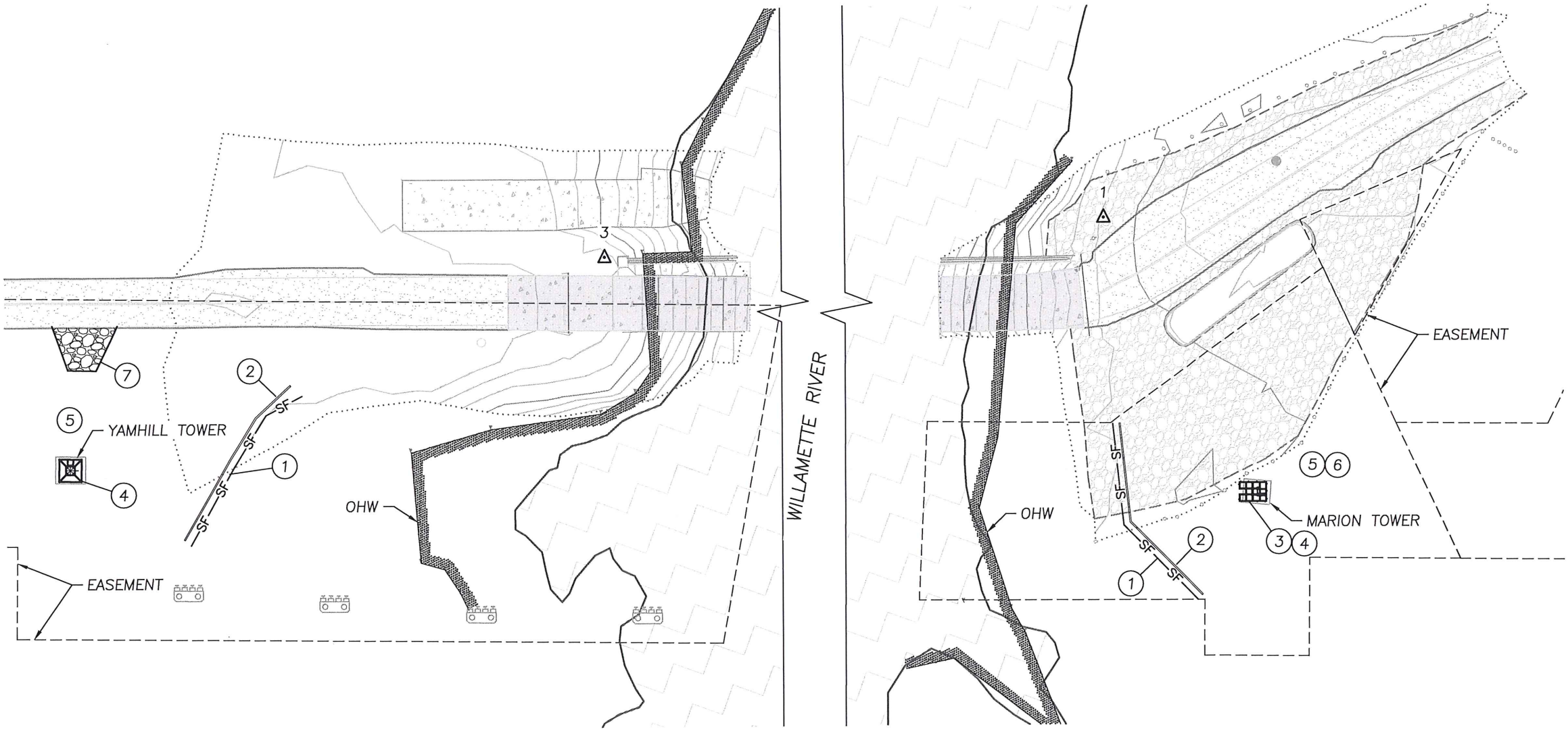
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ECMS NO.:	2023-451
FED. PROJ. NO.:	C047(101)
KEY NO.:	22493
SITE NO.:	FYWF
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SLP
DRAWN BY:	SLP

TITLE:

DETAILS

SHEET:  
B-1

FILE: G:\ENGINEERING\PROJECTCENTRAL\PROJECTS\FEDERALFERRY\GRANTPROJECTS\PHASE 3A\CAD\DESIGN\FEDERALFERRY\_SITE\_PLAN.DWG PLOTTED: 2022/08/22 12:08 PM

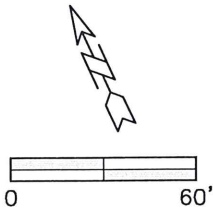


1 GENERAL PLAN  
SCALE: 1" = 60'

CONSTRUCTION KEYNOTES

- 1 INSTALL SEDIMENT FENCE  
(SEE ODOT STD DWG RD1040)
- 2 INSTALL SEDIMENT BARRIER, TYPE 3  
LEAVE UNTIL SEEDING ESTABLISHED  
(SEE ODOT STANDARD DWG RD1030)
- 3 INSTALL NEW UPPER PLATFORM  
(SEE DETAILS J-SHEETS)
- 4 INSTALL NEW LOWER PLATFORM  
(SEE DETAILS J-SHEETS)
- 5 RESTORE GRADE OF DISTURBED AREA  
SEED DISTURBED AREAS
- 6 RESTORE GRAVEL GRADE IN PARKING  
AREA
- 7 CONSTRUCT CONSTRUCTION ENTRANCE  
AT POINT OF ACCESS

SURVEY CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	275877.14	174186.28	104.16	SPIKE
2	275873.06	174468.26	106.10	PK
3	276130.24	173598.14	102.47	SPIKE
4	276379.03	173003.69	106.24	SPIKE



FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION

REGISTERED PROFESSIONAL  
ENGINEER  
86,015  
*Steven L. Preszler*  
OREGON  
JANUARY 22, 2019  
STEVEN L. PRESZLER  
EXPIRES 12-31-2022

MARION COUNTY

MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105681
ECMS NO.:	2023-451
FED. PROJ. NO.:	C047(101)
KEY NO.:	22453
SITE NO.:	FYWF
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SLP
DRAWN BY:	SLP

TITLE:

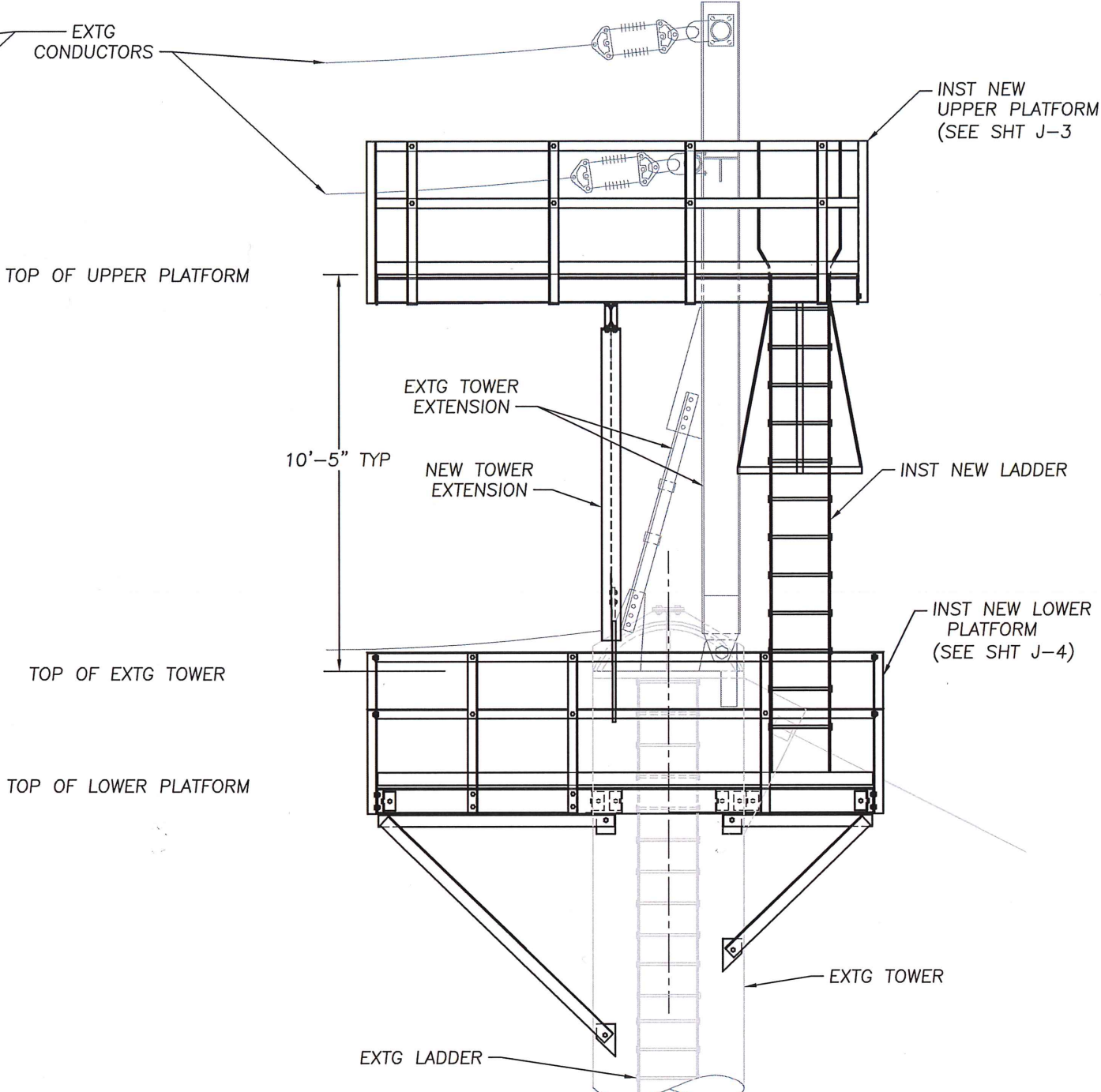
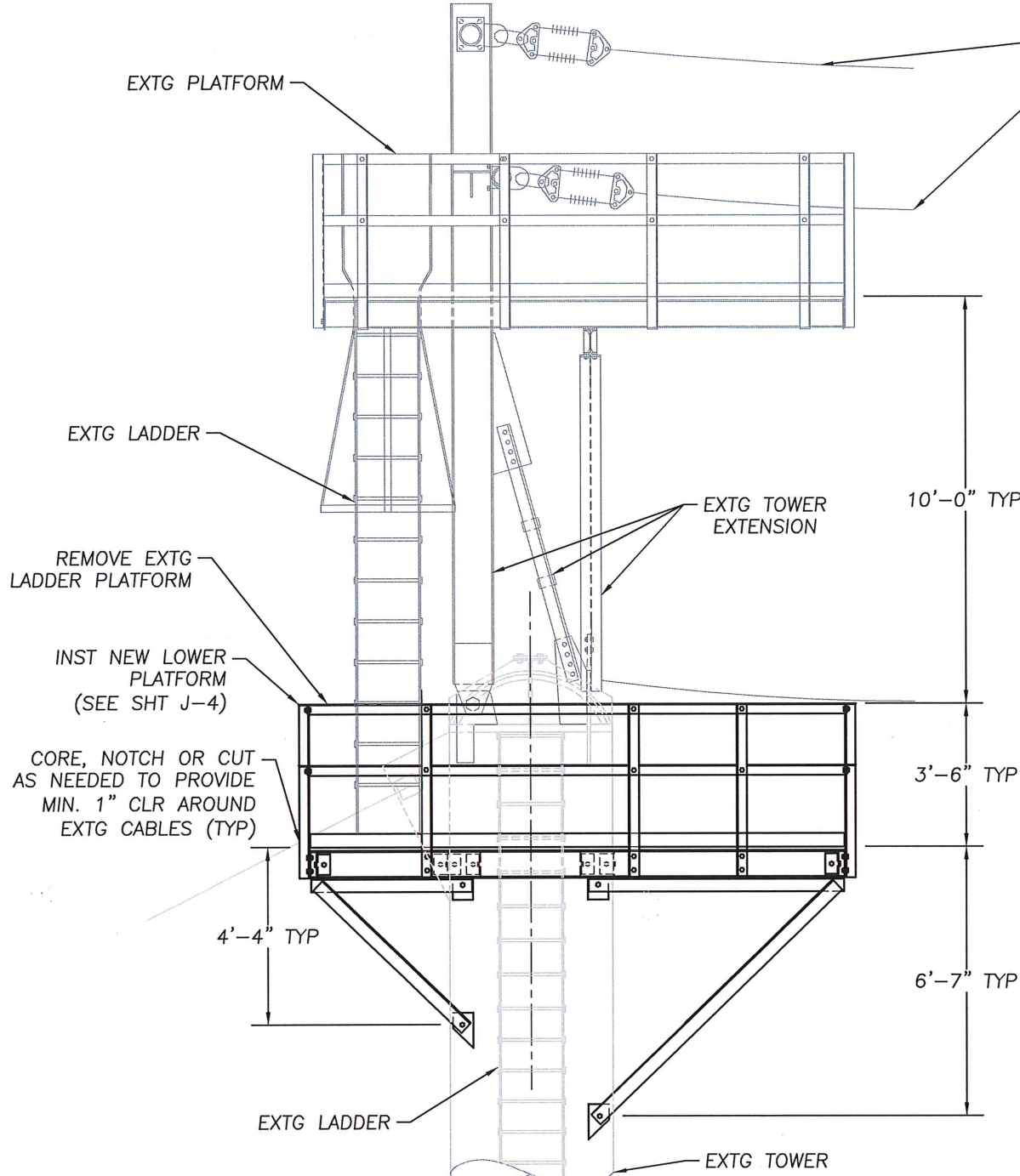
GENERAL  
CONSTRUCTION

SHEET:

C-1



FILE: G:\ENGINEERING\PROJECTS\CENTRAL\PROJECTS\FEDERAL FERRY GRANT\PROJECTS\PHASE 3A\CAD\DESIGN\WHEATLAND CATWALK.DWG PLOTTED: 2022/11/07 12:12 PM



STRUCTURAL STEEL NOTES

Structural steel shall conform to ASTM A36, unless otherwise noted.

Wide flange members to be ASTM A992, Grade 50, <Fy=50 ksi

All main members shall have bolts conforming to ASTM A325 and shall be tightened by the turn of the nut method.

All welding shall be by the electric shielded arc process, using E70-XX electrodes and shall comply with AWS D1.1-2020 specifications for welding and fabrication.

All workmanship and materials shall conform to the latest edition of the "AISC specification for the design, fabrication and erection of structural steel for buildings".

No welding shall be done until as much of the structure that will be stiffened thereby has been properly aligned.

Sequence of placing welds shall be such as to avoid distortion of members.

All shop welding shall be performed by welders having a current AWS certificate for the type of welding performed.

A certificate of fabrication from the shop performing the welding or a report from the special inspector must be furnished to the site inspector prior to framing approval.

All field welding shall be done by AWS certified welders and inspected by a licensed inspector approved by the County.

All steel members and hardware to be hot dipped galvanized after fabrication with a 6-mil minimum coating. Repair galvanized finish after welding and any damage to the galvanizing per ASTM 760 using Zinc- Based spray method.

Catwalk structures designed in accordance with the 2019 Oregon Structural Specialty Code with 100 psf live load in combination with earthquake, wind and ice loads. Larger structure checked in accordance with original design.

STRUCTURE NO.:	18972
BDS DWG. NO.:	109074
CALC. BOOK:	7649
HWY/M.P.:	N/A
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	10/25/2022
CHECKED BY:	M. SCHUMANN
CHECKED DATE:	10/25/2022

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



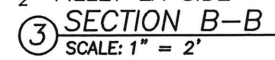
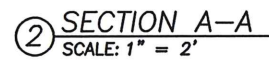
MARION COUNTY  
MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105681
ECMS NO.:	2023-451
FED. PROJ. NO.:	C047(101
KEY NO.:	22493
SITE NO.:	FYWF
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SLP
DRAWN BY:	SLP

TITLE:  
GENERAL  
ELEVATIONS AND  
STRUCTURAL  
NOTES

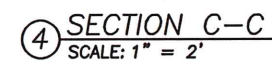
SHEET:  
J-1





1. PLATFORMS OMITTED FOR CLARITY
2. ALL NEW BOLTS  $\frac{3}{4}$ " DIAMETER,  $1\frac{1}{2}$ " MIN  
EDGE DIST
3. ALL STIFFNER PLATES  $\frac{1}{2}$ " CUT FOR  
MEMBERS NOTED

WELD SIZES			
BASE METAL THICKNESS (T) OF THICKER PART JOINED	$T < \frac{1}{2}"$	$\frac{1}{2}" < T < \frac{3}{4}"$	$\frac{3}{4}" < T$
WELD SIZE	$\frac{1}{4}"$	$\frac{3}{8}"$	$\frac{1}{2}"$



TITLE:	MARION TOWER DETAILS
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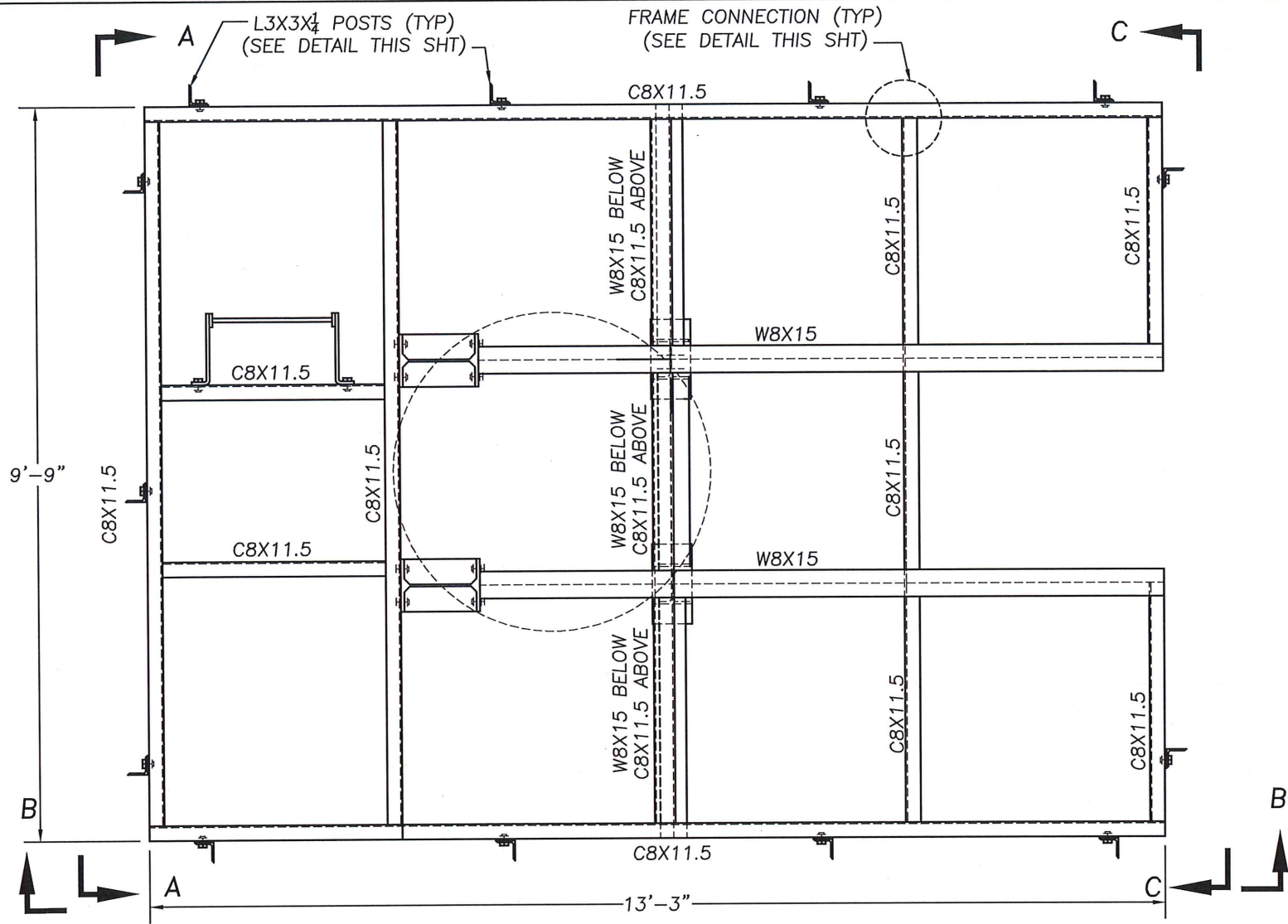
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**MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)**

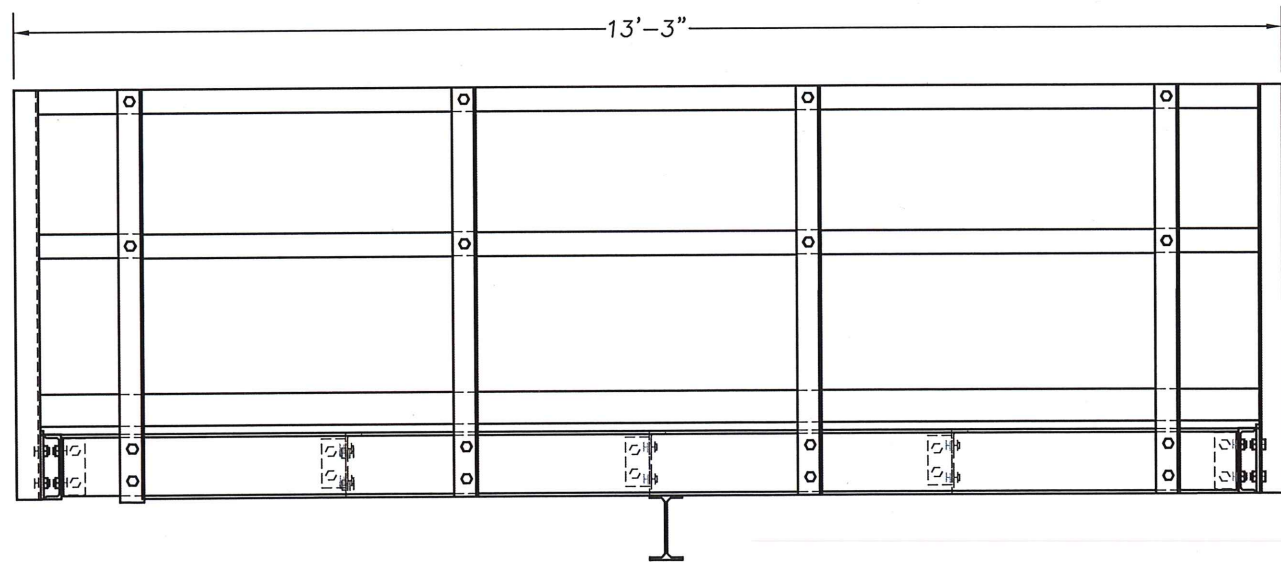
DEPARTMENT OF PUBLIC WORKS



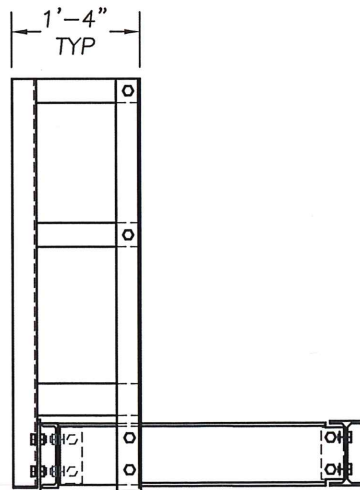
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① FRAMING PLAN  
SCALE: 1" = 2'

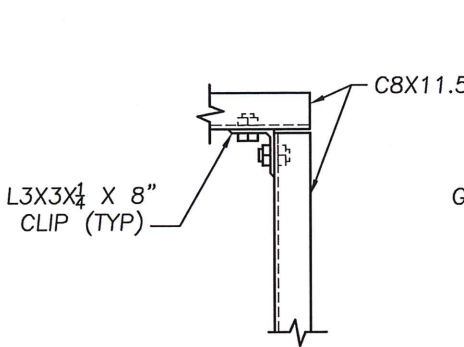


⑤ SECTION B-B  
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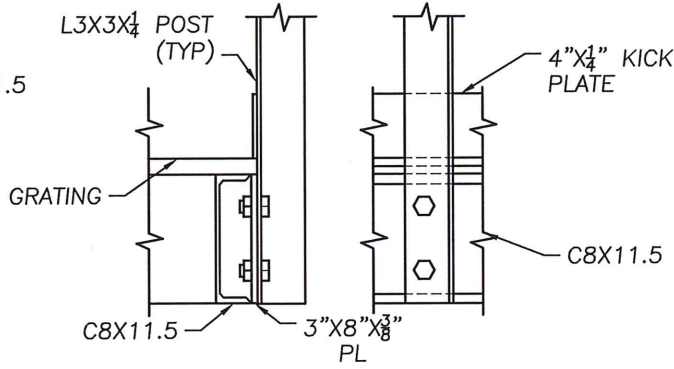


⑥ SECTION C-C  
SCALE: 1" = 2'

② FRAME CONNECTION DETAIL  
SCALE: 1" = 1'



③ POST DETAIL  
SCALE: 1" = 1'



GENERAL NOTES

1. ALL NEW BOLTS  $\frac{3}{4}$ " DIAMETER,  $\frac{1}{2}$ " MIN EDGE DIST
2. ALL STIFFNER PLATES  $\frac{1}{2}$ " SIZED FOR MEMBERS NOTED

WELD SIZES

BASE METAL THICKNESS (T) OF THICKER PART JOINED	$T < \frac{1}{2}$ "	$\frac{1}{2}" < T < \frac{3}{4}"$	$\frac{3}{4}" < T$
WELD SIZE	$\frac{1}{4}$ "	$\frac{3}{8}$ "	$\frac{1}{2}$ "

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION

REGISTERED PROFESSIONAL  
ENGINEER  
86,015  
STEVEN L. PRESZLER  
OREGON  
JANUARY 22, 2012  
EXPIRES 12-31-2022

MARION COUNTY  
MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	105681
ECMS NO.:	2023-451
FED. PROJ. NO.:	C047(101)
KEY NO.:	22493
SITE NO.:	FYWF
HORIZ. DATUM:	OCRS SALEM
VERT. DATUM:	NAVD88
DESIGNED BY:	SLP
DRAWN BY:	SLP

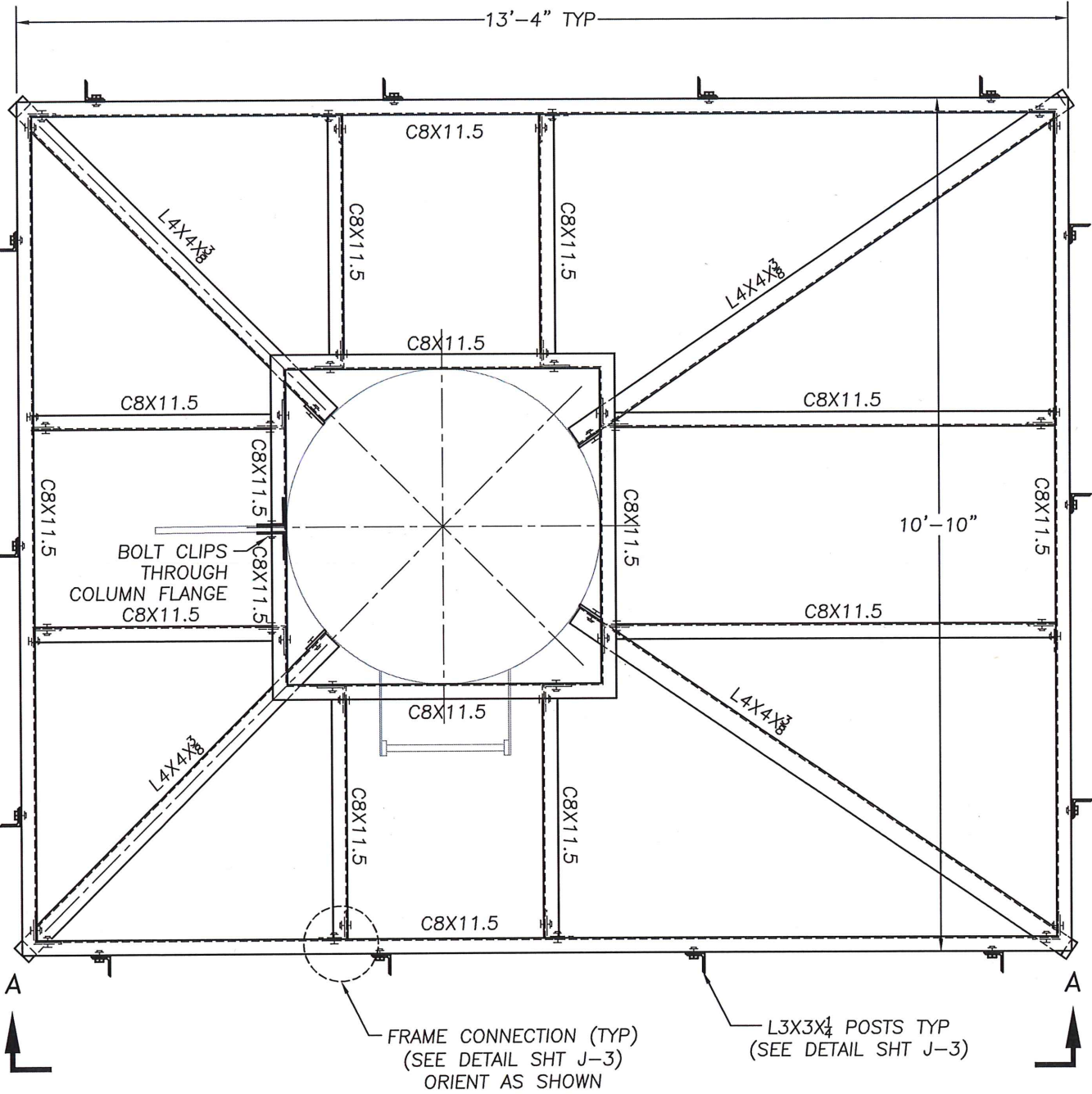
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MARION TOWER  
PLATFORM  
DETAILS

SHEET:  
J-3

STRUCTURE NO.:	18972
BDS DWG. NO.:	109076
CALC. BOOK:	7649
HWY/M.P.:	N/A
COUNTY:	MARION
REVIEWED BY:	B. NICHOLAS
REVIEWED DATE:	10/25/2022
CHECKED BY:	M. SCHUMANN
CHECKED DATE:	10/25/2022



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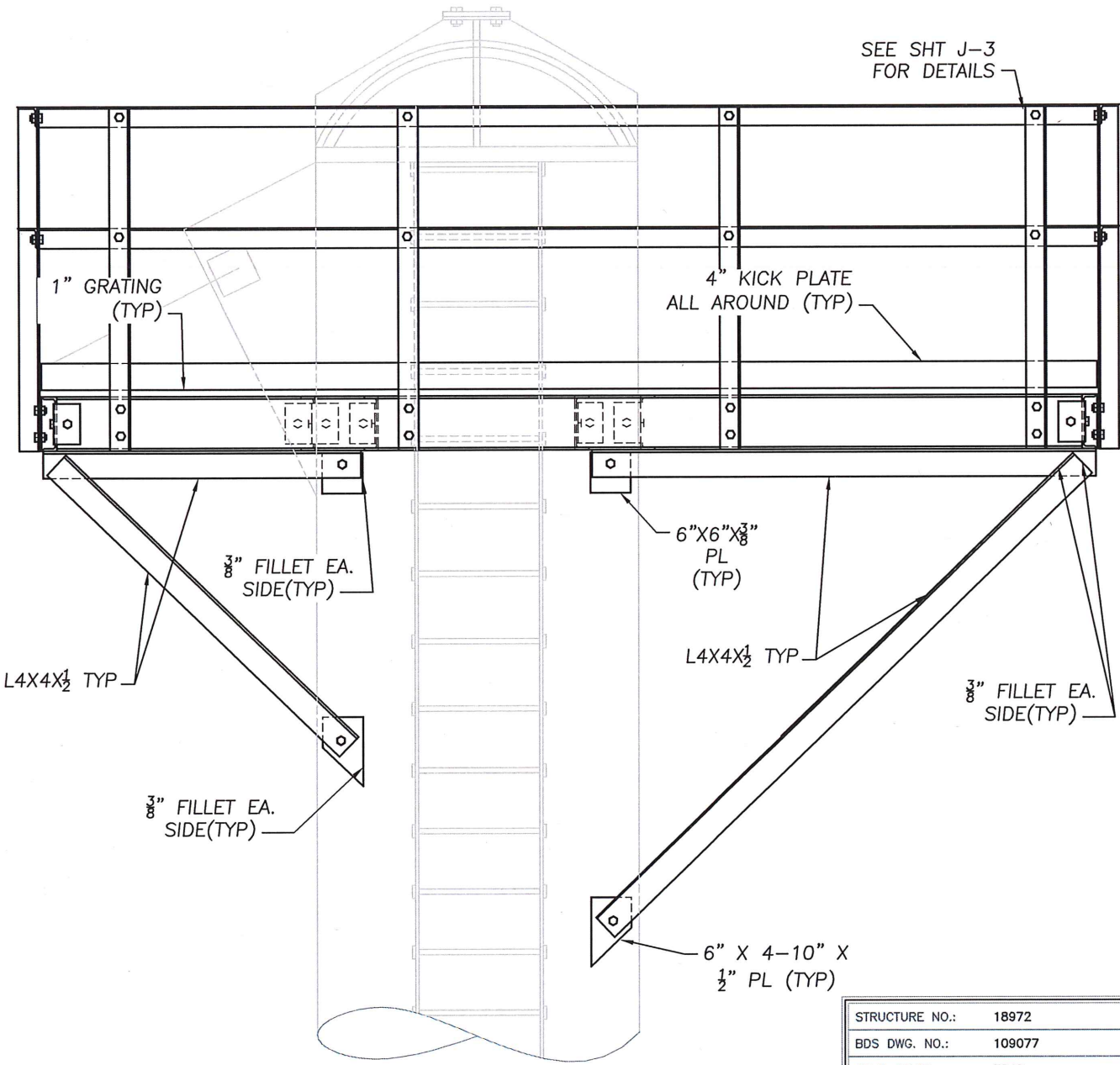
① FRAMING PLAN  
SCALE: 1" = 2'

GENERAL NOTES

1. ALL NEW BOLTS  $\frac{3}{4}$ " DIAMETER,  $\frac{1}{2}$ " MIN EDGE DIST
2. ALL STIFFNER PLATES  $\frac{1}{2}$ " SIZED FOR MEMBERS NOTED

WELD SIZES

BASE METAL THICKNESS (T) OF THICKER PART JOINED	$T < \frac{1}{2}$ "	$\frac{1}{2}" < T < \frac{3}{4}"$	$\frac{3}{4}" < T$
WELD SIZE	$\frac{1}{4}$ "	$\frac{3}{8}$ "	$\frac{1}{2}$ "



② SECTION A-A  
SCALE: 1" = 2'

FEDERAL HIGHWAY  
ADMINISTRATION  
OREGON DIVISION



MARION COUNTY  
MARION COUNTY FERRY BOAT  
PROGRAM (PHASE 3A)  
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PROJECT NO.: 105681  
ECMS NO.: 2023-451  
FED. PROJ. NO.: C047(101)  
KEY NO.: 22493  
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HORIZ. DATUM: OCRS SALEM  
VERT. DATUM: NAVD88  
DESIGNED BY: SLP  
DRAWN BY: SLP

TITLE:  
LOWER  
PLATFORM  
DETAILS

SHEET:  
J-4

STRUCTURE NO.: 18972  
BDS DWG. NO.: 109077  
CALC. BOOK: 7649  
HWY/M.P.: N/A  
COUNTY: MARION  
REVIEWED BY: B. NICHOLAS  
REVIEWED DATE: 10/25/2022  
CHECKED BY: M. SCHUMANN  
CHECKED DATE: 10/25/2022