

Contract Review Sheet

PW-5587-23

Public Improvement Agreements #: PW-5587-23 Amendment #: _____

Contact: Alicia Henry Department: Public Works Department

Phone #: (503) 373-4320 Date Sent: Tuesday, July 25, 2023

Title: Emergency Construction of the Nusom Rd Abiqua Creek Bank Stabilization project

Contractor's Name: K&E Excavating, Inc.

Term - Date From: Execution Expires: December 31, 2024

Original Contract Amount: \$250,862.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$250,862.00 Amd% 0%

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

Source Selection Method: 20-0280 Emergency CMS# PW1408-23

Description of Services or Grant Award

Public Works has been monitoring the migration of Abiqua Creek in the vicinity of Nusom Road NE for several years. Abiqua Creek has been slowly advancing toward Nusom Road through stream bank scour and erosion. Heavy creek flows caused by above-average precipitation and snow melt during Spring 2023 greatly accelerated the rate of scour, in order to stabilize the bank, an emergency declaration was approved on June 14, 2023 for the construction of a log and stone, revetment as required to stabilize and meet any permitting requirements for working within the creek.

Desired BOC Session Date: 8/2/2023 BOC Planning Date: 7/27/2023

Files submitted in CMS: 7/25/2023 Printed packet & copies due in Finance: _____

BOC Session Presenter(s) Ryan Crowther

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	August 2, 2023		
Department:	Public Works	Agenda Planning Date:	7/27/2023
		Time required:	5 min
<input type="checkbox"/> Audio/Visual aids	N/A		
Contact:	Ryan Crowther	Phone:	503-365-3112

Department Head Signature:

Bin Hill

TITLE

Contract PW-5587-23 with K&E Excavating, Inc., for the Nusom Road NE / Abiqua Creek Bank Stabilization Project.

Issue, Description & Background

Consider approval of emergency contract PW-5587-23 with K&E Excavating, Inc., in the amount of \$250,862.00 for the construction of the Nusom Road NE / Abiqua Creek Bank Stabilization Project. Marion County declared an emergency on June 14, 2023, via Board Order 23R-10, citing the immediate threat to Nusom Road and the traveling public caused by the rapid advancement of stream bank erosion of Abiqua Creek. The proposed contract would be awarded under Marion County's emergency contracting procedures. The Project will stabilize the creek bank by constructing a log and stone revetment meeting state and federal in-water construction and fish habitat standards. This contract will complete the work associated with the declared emergency.

Financial Impacts:

This is a budgeted expense in the current fiscal year using County Road Funds.

Impacts to Department & External Agencies

There are no impacts to other Marion County departments or external agencies.

Options for Consideration:

1. Approve Contract PW-5587-23 with K&E Excavating, Inc.
2. Take no action at this time

Recommendation:

Staff recommend the Board approve contract PW-5587-23 with K&E Excavating, Inc., allowing emergency repairs to begin during the current in-water work window for Abiqua Creek.

List of attachments:

Contract PW-5587-23
Contract Review Sheet

Presenter:

Ryan Crowther

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

Copies to:

Alicia Henry, Public Works, ahenry@co.marion.or.us

CONSTRUCTION CONTRACT

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 K&E Excavating, Inc., hereinafter called the "Contractor" for the Project entitled: Emergency Due to the Scour, Erosion and Potential Failure of Nusom Rd. NE.

WITNESSETH

Contractor, in consideration of the sum of \$250,862.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter 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.

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, as of the day and year first above written.

MARION COUNTY

CONTRACTOR

Recommended by:

K&E Excavating, Inc.
Company

Director of Public Works Date

Signature Date

APPROVED AS TO FORM:

Chief Administrative Officer Date

Name

Marion County Contracts Date

Title

Marion County Legal Counsel Date

Address

APPROVED BY:

City, State, Zip

Commissioner Date

Phone Number

Commissioner Date

FEIN #

Commissioner Date

MARION COUNTY PUBLIC WORKS
EMERGENCY PROCUREMENT
FOR
THE CONSTRUCTION OF
NUSOM RD: ABIQUA CREEK BANK STABILIZATION
MARION COUNTY
STONE AND LOG REVETMENT
MARION COUNTY, OREGON

MARION COUNTY AGREEMENT #: PW-5587-23

ECMS NO. 2023-205
ACCOUNTING PROJECT NO. 104900

MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner

Brian Nicholas, Director of Public Works



Electronic copies of this Invitation to Bid and attachments, if any, can be obtained from the Marion County Procurement Collaboration portal at :
<https://contracts-marioncountygcc.msapproxy.net/gateway/>

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INTRODUCTION

1.1 Description of Work

Construction of Stone and Fish Log Bank Stabilization Revetment as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer.

1.2 Reserved

1.3 Reserved

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than December 31, 2024.

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

1.5 Project Information

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

Alicia Henry

503-373-4320

Ahenry@co.marion.or.us

1.6 Bid Surety

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

1.7 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/Specs/2021_STANDARD_SPECIFICATIONS.pdf.

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 Public Improvement Agreement. 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.

1.8 Time Limit of Unsettled Disputes

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

claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.9 Contract Expiration Date

Contract PW-5587-23 expires on 10/31/2024.

1.10 Prevailing Wage Rate Requirements

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

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

1.11 Funding

This project is locally funded.

1.12 Mandatory Submission Forms

The following forms must be completed, signed and returned as Attachment 1: Required Forms prior to commencement of the project:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification
- First-Tier Subcontractor Disclosure Form

The Agency may consider Contractor non-responsive if the mandatory submission forms identified in this section are not filled out completely and appropriately endorsed. The Agency reserves the right to waive minor informalities and irregularities in determining responsiveness.

BID SCHEDULE
Marion County Public Works
NUSOM ROAD SCOUR REPAIR
Marion County Bid Solicitation #: PW-
ECMS #: 2023-205

JUMBER 1

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$20,750.00	\$20,750.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$20,000.00	\$20,000.00
225.070	TEMPORARY SIGNS	96.00	Square Foot	\$15.00	\$1,440.00
225.490	FLAGGERS	16.00	Hour	\$65.00	\$1,040.00
245.200	TEMPORARY WATER MANAGEMENT FACILITY	1.00	Lump Sum	\$8,000.00	\$8,000.00
280.100	EROSION CONTROL	1.00	Lump Sum	\$4,000.00	\$4,000.00
280.591	COMPOST BLANKET	28.00	Cubic Yard	\$85.00	\$2,380.00
290.100	POLLUTION CONTROL	1.00	Lump Sum	\$1,000.00	\$1,000.00
305.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$5,000.00	\$5,000.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$1,800.00	\$1,800.00
320.100	CLEARING AND GRUBBING	1.00	Lump Sum	\$1,000.00	\$1,000.00
330.100	GENERAL EXCAVATION	240.00	Cubic Yard	\$25.00	\$6,000.00
330.304	EXTRA FOR SELECTED STREAM BED MATERIAL	196.00	Ton	\$45.00	\$8,820.00
330.440	SHOULDER EXTENSION	375.00	Ton	\$32.00	\$12,000.00
350.145	RIPRAP GEOTEXTILE, TYPE 2	540.00	Square Yard	\$2.50	\$1,350.00
390.161	LOOSE RIPRAP, CLASS 700	1,099.00	Ton	\$85.00	\$93,415.00
390.510	FILTER BLANKET	146.00	Ton	\$55.00	\$8,030.00
810.500	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	200.00	Foot	\$140.00	\$28,000.00
1030.228	NATIVE PLANT SEEDING	1.00	Lump Sum	\$1,800.00	\$1,800.00
1040.125	TOPSOIL	227.00	Cubic Yard	\$21.00	\$4,767.00

1040.155	SOIL CONDITIONER	29.00	Cubic Yard	\$130.00	\$3,770.00
1040.300	PLANT INSTALLATION	1.00	Lump Sum	\$2,500.00	\$2,500.00
1045.050	LARGE WOOD MATERIALS	14.00	Each	\$1,000.00	\$14,000.00

ECMS 2023-205- TOTAL EXTENSION	\$250,862.00
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EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

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

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

Written Notification

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

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

Monthly Report

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (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 PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

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

Monitoring and Compliance

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

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

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

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

Show Cause Notice

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

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

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

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

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Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

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





CHRISTINA E. STEPHENSON
Labor Commissioner

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

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

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

A handwritten signature in black ink, appearing to read "C. Stephenson", with a long horizontal line extending to the right.

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

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

A separate document, *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, supporting documents, and forms.

Please contact us at 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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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

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

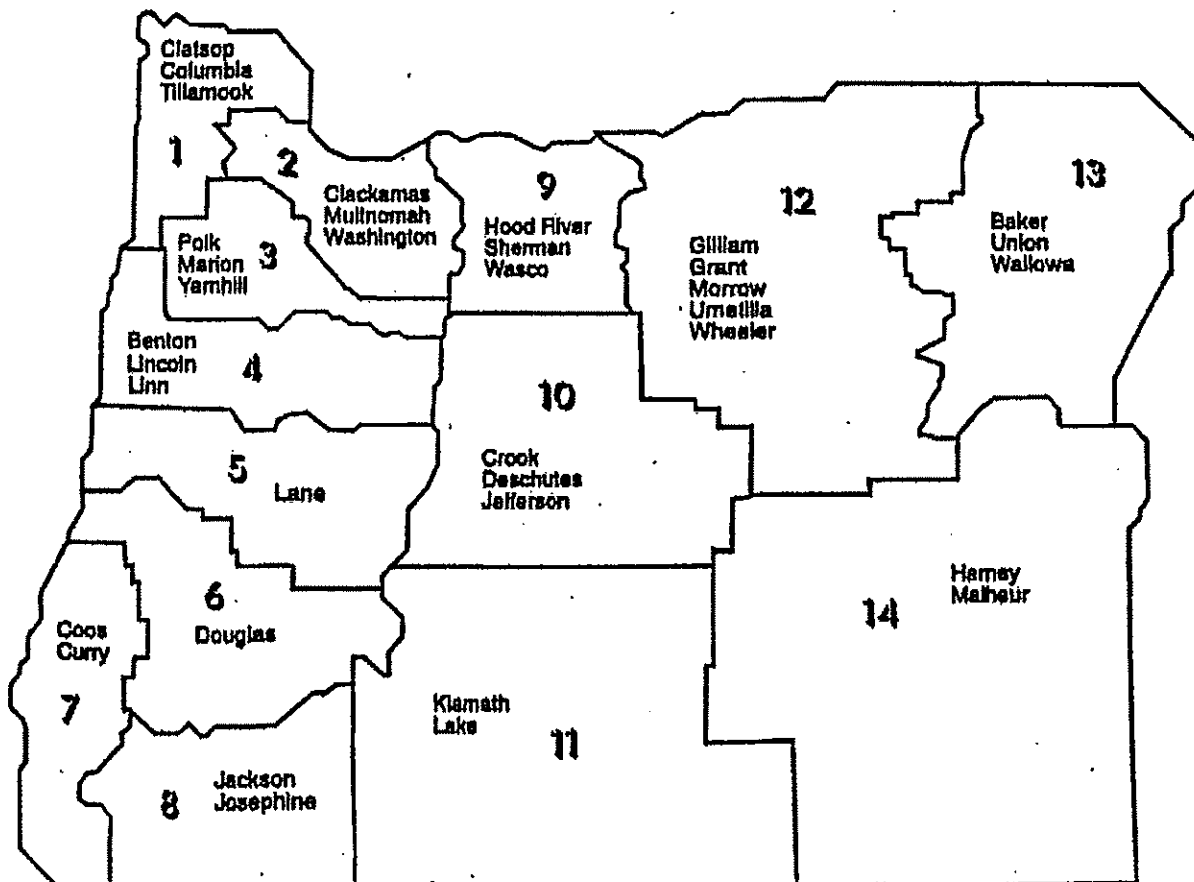
FINDING THE CORRECT PREVAILING WAGE RATE

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 or (971) 353-2416.

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.

<u>Asbestos Worker/Insulator</u>	<u>6</u>
<u>Boilermaker</u>	<u>6</u>
<u>Bricklayer/Stonemason</u>	<u>6</u>
<u>Bridge and Highway Carpenter (See Carpenter Group 5)</u>	<u>6</u>
<u>Carpenter</u>	<u>6</u>
<u>Cement Mason</u>	<u>7</u>
<u>Diver</u>	<u>8</u>
<u>Diver Tender</u>	<u>8</u>
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<u>Drywall, Lather, Acoustical Carpenter & Ceiling Installer</u>	<u>10</u>
<u>Drywall Taper (See Painter & Drywall Taper)</u>	<u>18</u>
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<u>Fence Constructor (Non-Metal)...</u>	<u>14</u>
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<u>Glazier</u>	<u>14</u>
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<u>Ironworker</u>	<u>15</u>
<u>Laborer</u>	<u>15</u>
<u>Landscape Laborer/Technician</u>	<u>16</u>
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<u>Line Constructor</u>	<u>17</u>
<u>Marble Setter</u>	<u>17</u>
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<u>Painter & Drywall Taper</u>	<u>17</u>
<u>Piledriver (See Carpenter Group 6)</u>	<u>6</u>
<u>Plasterer and Stucco Mason</u>	<u>18</u>
<u>Plumber/Pipefitter/Steamfitter</u>	<u>19</u>
<u>Power Equipment Operator</u>	<u>20</u>
<u>Roofer</u>	<u>22</u>
<u>Sheet Metal Worker</u>	<u>23</u>
<u>Soft Floor Layer</u>	<u>24</u>
<u>Sprinkler Fitter</u>	<u>25</u>
<u>Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)</u>	<u>25</u>
<u>Tender to Plasterer and Stucco Mason</u>	<u>25</u>
<u>Testing and Balancing (TAB) Technician</u>	<u>26</u>
<u>Tile Setter/Terrazzo Worker: Hard Tile Setter</u>	<u>26</u>
<u>Tile, Terrazzo, and Marble Finisher</u>	<u>26</u>
<u>Truck Driver</u>	<u>26</u>

ASBESTOS WORKER/INSULATOR

57.17 22.27

Firestop Containment

42.38 16.19

BOILERMAKER

40.40 31.90

BRICKLAYER/STONEMASON

43.00 24.25

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

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

CARPENTER**Zone A (Base Rate)**

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

Zone Differential for Carpenters

Add to Zone A Base Rate

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

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 60 miles.
 Zone E: More than 60 miles but less than 70 miles.
 Zone F: More than 70 miles but less than 100 miles.
 Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	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	

See more Reference Cities for Zone Differential on page 7

CARPENTER (continued)Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

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

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road 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	39.97	23.00
Group 2	40.81	23.00
Group 3	40.81	23.00
Group 4	41.64	23.00

Zone Differential for Cement Mason

Add to Basic Hourly Rate

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

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

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

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

CEMENT MASON (continued)**Reference Cities for Cement Mason**

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

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

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

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

DIVER	95.32	19.21
DIVER TENDER	51.32	19.21

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

Zone Differential for Diver/Diver Tender

Add to Zone 1 Base Rate

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

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

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

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

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

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

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

Zone 7: More than 100 miles.

Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

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

DIVER & DIVER TENDER (continued)

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

Diver Depth Pay:

<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.

Diver Enclosure Pay (working without vertical escape):

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

DREDGER**Zone A (Base Rate)**

Leverman (Hydraulic & Clamshell)	53.94	16.45
Assistant Engineer (Watch Engineer, Mechanic Machinist)	50.78	16.45
Tenderman (Boatman Attending Dredge Plant), Fireman	49.29	16.45
Fill Equipment Operator	48.12	16.45
Assistant Mate	45.42	16.45

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	44.74	18.91
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	44.74	18.91

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

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

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

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

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

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

ELECTRICIAN**Area 1 (Region 14)**

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference County

Malheur

Shift Differential*

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

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

See more information on Premium Pay on Page 11.

ELECTRICIAN (continued)

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

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

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

Area 2 (Regions 12 and 13)

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

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

- 1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.
- 2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

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

Electrician	48.58	23.20
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Reference Counties

Coos	Curry	Douglas
Lane – See Area 4	Lincoln – See Area 4	

Shift Differential*

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

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

See more information on Premium Pay on Page 12.

ELECTRICIAN (continued)

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	51.67	20.58
Cable Splicer	56.84	20.74
Lighting Maintenance/Material Handler	24.29	10.38

Reference Counties for Area 4

Benton Crook	Deschutes Jefferson	Lane Linn	Lincoln
Marion – See Area 5 rate	Polk – See Area 5 rate	Yamhill – See Area 5 rate	

Shift Differential*

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

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

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

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

Reference Counties

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

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

ELECTRICIAN (continued)Shift Differential*

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

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

Zone Pay for Area 5 -- Electrician and Electrical Welder

Add to Basic Hourly Rate

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50 per hour
Zone 2	51-70 miles	3.50 per hour
Zone 3	71-90 miles	5.50 per hour
Zone 4	Beyond 90	9.00 per hour

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6 (Regions 6, 8, 11 and 14)

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas -- See Area 3 rate

Shift Differential

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

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

ELECTRICIAN (continued)

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	62.25	42.32
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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	62.51	42.34
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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	

<u>FENCE CONSTRUCTOR (NON-METAL)</u>	34.98	16.55
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<u>FENCE ERECTOR (METAL)</u>	34.98	16.55
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<u>GLAZIER</u>	45.82	25.40
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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.

<u>HAZARDOUS MATERIALS HANDLER</u>	29.03	15.18
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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):**

42.27 32.53

Zone Differential for Ironworker

Add to Basic Hourly Rate

Zone 2	6.88/hr. or \$55.00 maximum per day
Zone 3	10.00/hr. or \$80.00 maximum per day
Zone 4	12.50/hr. or \$100.00 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):**

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

Zone Differential for Laborers

Add to Zone A Base Rate

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

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

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

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

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

See Reference Cities for Zone Differentials on Page 16.

LABORER (continued)**Reference Cities for Laborer**

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

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

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

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4)

24.17 16.55

LIMITED ENERGY ELECTRICIAN**Area 1 (Region 14)**

33.76 17.24

Reference County

Malheur

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

Area 2 (Regions 12 and 13)

34.51 16.04

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

38.86 20.81

Reference Counties

Benton	Curry	Lane	Linn
Coos	Douglas	Lincoln	

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

38.44 17.62

Reference Counties

Deschutes	Jefferson
Crook	

Benton – See Area 3 rate

Linn – See Area 3 rate

Polk – See Area 5 rate

Lane – See Area 3 rate

Marion – See Area 5 rate

Yamhill – See Area 5 rate

LIMITED ENERGY ELECTRICIAN (continued)

<u>Area 5 (Regions 1, 2, 3 and 9)</u>	47.66	22.97
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Reference Counties

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

<u>Area 6 (Regions 6, 8, 11 and 14)</u>	33.76	17.24
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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	64.58	24.31
Group 2	57.66	23.99
Group 3	35.58	15.44
Group 4	49.59	20.43
Group 5	43.25	17.50
Group 6	35.75	17.16
Group 7	20.71	12.56

Reference Counties

All counties

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

<u>MARBLE SETTER</u>	44.00	24.25
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This trade is tendered by "Tile, Terrazzo, & Marble Finishers."

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	30.72	14.18
INDUSTRIAL PAINTING	32.52	14.18
BRIDGE PAINTING	38.19	14.18

Shift Differential for Painter

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

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 hour**Dispatch 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.

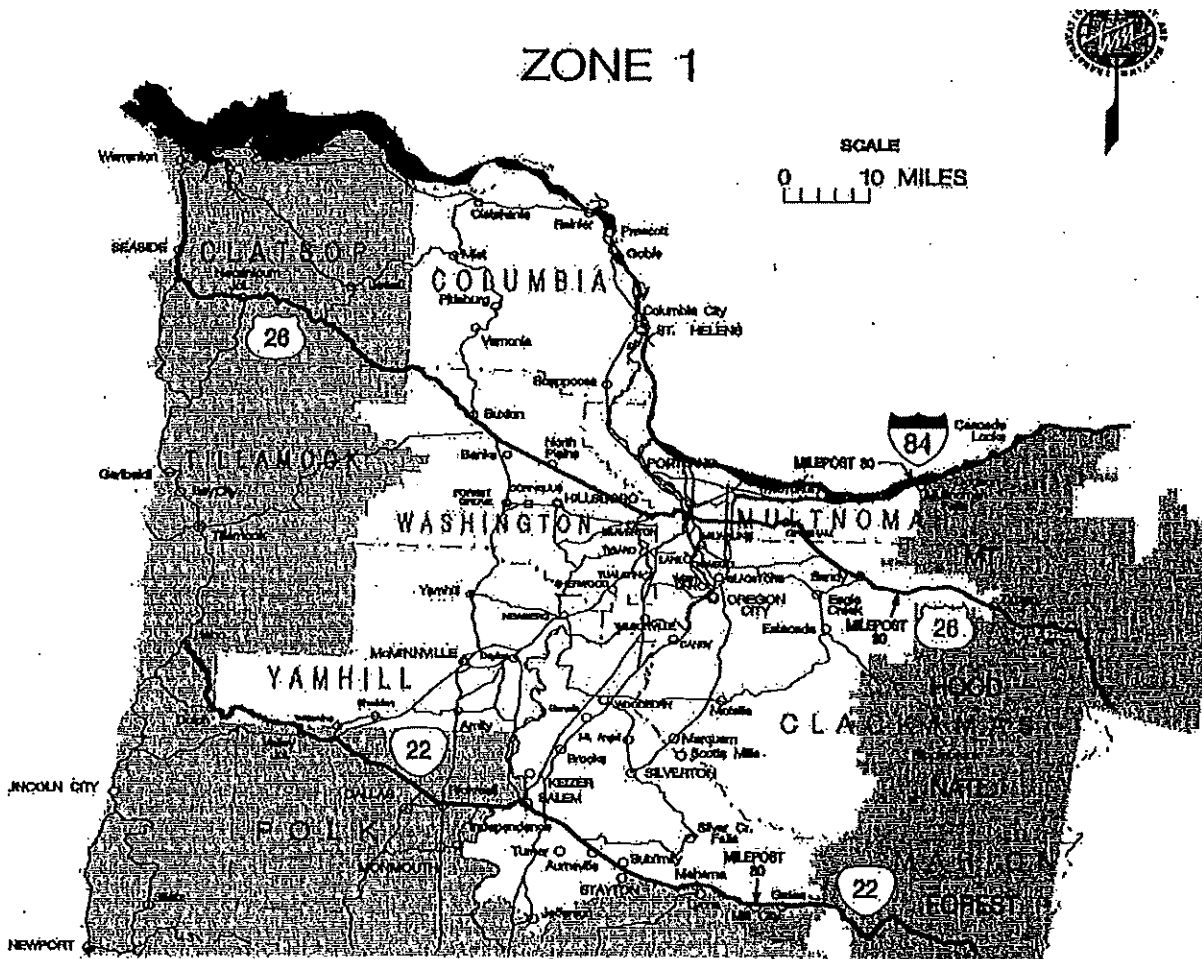
Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)**50.68****35.00****Reference Counties**Benton Deschutes Lake Sherman
Clackamas Douglas Lane Tillamook
Clatsop Hood River Lincoln Wasco
Columbia Jackson Linn Washington
Coos Jefferson Marion Yamhill
Crook Josephine Multnomah
Curry Klamath Polk

Gilliam – See Area 2 rate

Wheeler – See Area 2 rate

POWER EQUIPMENT OPERATOR**Zone 1 (Base Rate)**

Group 1	54.13	18.15
Group 1A	56.29	18.15
Group 1B	58.45	18.15
Group 2	52.22	18.15
Group 3	51.07	18.15
Group 4	47.74	18.15
Group 5	46.50	18.15
Group 6	43.28	18.15

POWER EQUIPMENT OPERATOR MAP**ZONE 1****Zone Pay Differential for Power Equipment Operator**

Add to Zone 1 Base Rate

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

(A) All jobs or projects located in 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.

See more information on Shift Differentials on Page 22.

POWER EQUIPMENT OPERATOR (continued)

Three-Shift Operations:

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

ROOFER**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.

ROOFER (Continued)**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)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.

SHEET METAL WORKER (continued)**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.

Area 6 (Regions 7, 8, 11 and 14)**32.12****21.39****Reference Counties**Harney
JacksonJosephine
KlamathLake
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

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 25.84

Reference Counties

Baker	Union	Wallowa	
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**Zone A (Base Rate)**

37.62 16.55

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

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter**37.65****20.83**

This trade is tended by "Tile, Terrazzo, & Marble Finisher."

Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkor acetylene.

TILE, TERRAZZO, AND MARBLE FINISHER**1. TILE, TERRAZZO FINISHER****28.29****15.30**

Add \$1.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkor acetylene.

2. BRICK & MARBLE FINISHER**28.29****15.43**

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

TRUCK DRIVER**Zone A (Base Rate)**

Group 1	30.09	16.73
Group 2	30.23	16.73
Group 3	30.37	16.73
Group 4	30.67	16.73
Group 5	30.91	16.73
Group 6	31.10	16.73
Group 7	31.32	16.73

Zone differential for Truck Drivers

Add to Zone A Base Rate

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

See more information on Zone Differentials on Page 27.

TRUCK DRIVER (Continued)

Zone A: Projects within 30 miles of the cities listed.

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

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

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles.

Reference Cities

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

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

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.

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2023**

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

**CHRISTINA E. STEPHENSON, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

Prevailing Wage Rate Laws Handbook

The 2022 edition of the ***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 or (971) 353-2416.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

ASBESTOS WORKER/INSULATOR

59.32 23.42

Firestop Containment

44.83 16.99

CEMENT MASON

This trade is tended by "Concrete Laborer."

Group 1

39.97 21.17

Group 2

40.81 21.17

Group 3

40.81 21.17

Group 4

41.64 21.17

Zone Differential for Cement Mason

Add to Basic Hourly Rate

Zone A 3.00 per hour

Zone B 5.00 per hour

Zone C 10.00 per hour

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

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

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

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

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

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

IRONWORKER

Zone 1 (Base Rate):

42.27 32.53

Zone Differential for Ironworker

Add to Basic Hourly Rate

Zone 2 6.25/hr. or \$50.00 maximum per day

Zone 3 9.38/hr. or \$75.00 maximum per day

Zone 4 11.88/hr. or \$95.00 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.

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

IRONWORKER (Continued)

Reference Cities and Dispatch Center

Medford

Portland

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	67.80	25.20
Group 2	60.54	24.87
Group 3	35.58	15.44
Group 4	52.06	21.29
Group 5	45.41	18.09
Group 6	37.53	17.74
Group 7	20.71	12.56

Reference Counties

All counties

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

SPECIAL PROVISIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the General Conditions.

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

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

Submit bids through the internet (electronic) in PDF format only.

00120.05 Request for Invitation to Bid – Revise this section as follows:

Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/> and then searching for the solicitation listed in the advertisement and ITB cover sheet.

Delete the second paragraph.

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 Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Bidders shall be solely responsible to check the Procurement Collaboration Portal 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) Electronic Bids - Bidders shall download the Invitation to Bid documents from the Agency's Procurement Collaboration Portal. 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 documents in the Invitation To Bid shall be in ink or typed. Signatures and initials shall either be in ink or electronic.

00120.40(c) Bid Schedule Entries - Replace this subsection with the following:

(c) 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(e) Bid Guarantee – Add the following to the end of this subsection:

A scanned (PDF) copy of the bid guarantee shall be submitted electronically through the Agency's Procurement Collaboration Portal along with the bid. The Bidder shall immediately provide hard copies of the original bid security documentation to the Agency if requested.

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".

Replace the two bullets that follow the sentence "The Subcontractor Disclosure Form may be submitted ..." with the following:

- By filling out the Subcontractor Disclosure Form included in the Invitation To Bid and submitting it, in PDF format, together with the Bid documents to the Agency's Procurement Collaboration Portal at the time designated for receipt of Bids; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink, and submitting it separately, in PDF format, to the "My Company Info" page within the Agency's Procurement Collaboration Portal; or
- By removing it from the Invitation To Bid, filling it out, signing and dating in ink and submitting it separately in a sealed envelope to the receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem Oregon 97305. The envelope shall be plainly labeled "First-Tier Subcontractors for Bid on [Project name]" (see Invitation To Bid cover page).

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00120.45(a) Paper Bids – Delete this subsection, paper bids will not be accepted.

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

Submit electronic Bids to the Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>. Electronic Bids will be considered time-stamped and received by the Agency at the time they are uploaded to the Procurement Collaboration Portal.

Bids submitted after the time set for receiving Bids will not be opened or considered.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

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

In the first sentence, replace the word "paper" with "electronic".

Replace the second bulleted line with the following:

- Changes are uploaded to the Agency's Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting bids and identified as "updated bid"; and

In the sentence after the third bullet, replace the word "paper" with "electronic".

Replace the last bullet in this section with the following:

- The request is uploaded to the Agency's Procurement Collaboration Portal prior to the time identified in the Invitation To Bid for submitting Bids.

00120.65 Opening and Comparing Bids – In the first sentence, before the word “Bids”, add “Electronic”.

00120.70 Rejection of Non-responsive Bids – In the seventh bulleted line, add “or electronically affixed.” to the end of the sentence.

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 Agency's Procurement Collaboration Portal website at <https://contracts.co.marion.or.us/gateway/>.

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 one original copy of the properly executed Performance Bond and Payment Bond, along with certification of workers' compensation coverage, and all required certificates of insurance, to the Agency within 10 Calendar Days after the date of Notice of Intent to Award.

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

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

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

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

SECTION 00140 SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 - CONTROL OF WORK

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

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

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);
- Comply with the Occupational Safety and Health Administration requirements for power line safety.
<https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.1408>

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions 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 General Conditions 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)(1) Scale with Automatic Printer – In the first paragraph, replace the first sentence with the following sentence:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures.

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 General Conditions modified as follows:

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

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

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions.

SECTION 00197 PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions.

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 – MOBILIZATION

Comply with Section 00210 – Mobilization

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 – Accommodations for Public Traffic.

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

One Traffic Lane may be closed on all other adjacent Roadways within the Project Site not listed above, when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday, between 7:00 a.m. and 6:00 p.m.

00220.42 Road Closure - Close the road to traffic during reconstruction of the bank. 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.

- Close Nusom Road for not longer than 14 consecutive calendar days.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Add the following subsection:

00221.08 Temporary Detours – Furnish and install temporary detour signs according to the detour plan. Maintain signs during the road closure, replace and/or repair damaged signs.

00221.88 Measurement, Method “B” – Replace this sub section except for number with the following:

00221.88 Measurement – No measurement of quantities will be made for work performed under this section.

00221.90(b) Temporary Protection and Direction of Traffic - Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

00221.98 Payment Method “B” – Replace this subsection with the following:

Work zone traffic control and temporary detours will be paid at the contract lump sum for the item "Temporary Protection and Direction and Temporary Detour of Traffic"

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing materials, and TCD, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for installing, maintaining, and removing the temporary detour signs.

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 two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

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

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

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

00223.90 Payment – Delete the following bid items:

- (b) Traffic Control Supervisor
- (c) Flagger Station Lighting
- (d) Pilot Cars

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

00224.80 Measurement – Replace this subsection with the following:

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

00224.90 Payment – Replace this subsection with the following:

No separate or additional payment will be made for work performed under this section.

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

SECTION 00245 - TEMPORARY WATER MANAGEMENT

Section 00245, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00245.00 Scope - This Work consists of furnishing, installing, operating, maintaining, and removing temporary water management facilities in regulated Work areas.

00245.01 Abbreviations:

TWM -	Temporary Water Management
TWMF -	Temporary Water Management Facility
TWMP -	Temporary Water Management Plan

00245.02 Definitions:

Temporary Water Management Facility - A TWMF that conveys water around or through Work areas, removes water from Work areas, and treats and discharges water at locations outside Work areas.

00245.03 Temporary Water Management Plan - Before beginning Work in regulated Work areas, submit a Contractor-developed TWMP, based on the Army Corps of Engineers (ACOE)/Department of State Lands (DSL) joint permit that meets water quality and environmental requirements and does not negatively affect neighboring properties or water rights.

Include the following minimum information in the TWMP:

- How the Work area is isolated from the active stream flow upstream, through, and downstream.
- How the stream flow is routed and conveyed around or through the Work area.
- How fish passage is provided around the Work area, if required.
- Description of all construction stages, including appropriate contact points for each stage.
- A list of on-site backup Materials and Equipment.
- Provide the name of the TWM Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-Work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Engineer within 5 Calendar Days of the change.

Any change to the TWMP during construction requires approval prior to implementation.

Obtain the Engineer's written approval before beginning Work in in-water Work areas.

00245.04 Pre-Work Meeting - Before beginning any TWM Work, attend a pre-work meeting at the Project Site with the Engineer no more than 8 Calendar Days prior to implementation of TWM. Required meeting attendees include:

- Engineer
- Contractor
- TWM Subcontractor (if applicable)
- Agency Environmental Coordinator or their appointed representative

The pre-Work meeting agenda typically includes the method of TWM, the TWMP, fish salvage plan and strategy, describe environmental risks, turbidity monitoring, energy dissipation, dewatering and re-watering plan and strategy, site clean-up expectations, and the circumstances under which contacting the Engineer is required.

Materials

00245.10 Materials - Furnish Turbidity Barrier Materials that meet the following:

- Floatation Device, 8" Diameter Equivalent
- Nylon Reinforced vinyl, 6.6 pound minimum
- Polypropylene Rope, 5/8"
- Galvanized Cable, 5/16"
- Galvanized Safety Hook, 24"
- Tie Rope. 1/4"
- Concrete Anchor, 75 Pound Minimum
- Eye Bolts
- Clamps
- 5/16" Chain Ballast and Load Line

Pipe	00445.11
Plastic Sheeting	00280.14(a)
Riprap	00390.11
Sandbags	00280.15(a)

Construction

00245.40 Fish Removal - Qualified Agency, ODFW, or ODOT consultant biologists will remove fish and other aquatic organisms from the isolation Work areas. Coordinate fish removal with the Engineer at least 2 Calendar Days before beginning Work in regulated Work areas. Allow access into the isolation Work areas before, during and after installation of the TWMF to perform the specified tasks as follows:

- **Before Installation of TWMF** - Before any in-water Work, including installing TWMF, qualified personnel will remove fish and other native aquatic organisms from within the proposed isolated Work area.
- **After Installation of TWMF** - After installing TWMF and the reduction of the water level through the isolated Work area has begun, qualified personnel will remove all fish and aquatic organisms as the water level is reduced. Do not completely de-water the isolation area until all fish and aquatic organisms have been removed.

00245.41 Installation - During installation of the temporary water management facility, maintain a downstream water flow rate of at least 50 percent of the upstream water flow rate.

00245.42 Operation - Operate temporary water management as follows:

- Protect fish and fish habitat according to 00290.34.
- Maintain and control water flow downstream of the isolated Work area for the duration of the diversion to prevent downstream de-watering.
- In the event of containment failure immediately notify the Engineer so arrangements can be made to remove fish and aquatic organisms from the isolation Work areas prior to the continuation of Work within the ordinary high-water limits.

Maintenance

00245.60 Maintenance - Monitor water turbidity according to 00290.30(a)(8).

Finishing and Cleaning Up

00245.70 Removal - Prior to removal of the TWMF, obtain approval from the Engineer after completion of all Work within ordinary high water limits. Remove the TWMF and re-water and restore the stream flow. Maintain downstream water flow during removal of the facility. Staged or metered re-watering may be required and will be determined by the Engineer.

Measurement

00245.80 Measurement - No measurement of quantities will be made for temporary water management facilities.

Payment

00245.90 Payment - The accepted quantities of temporary water management facilities will be paid for at the Contract lump sum amount for the item "Temporary Water Management Facility".

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.

No separate or additional payment will be made for TWMP, maintaining, operating, monitoring, moving, or removing the facility.

No separate or additional payment will be made for turbidity monitoring.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized.

Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, notify the Engineer immediately.

00280.41(a) Disturbance Limits - Replace this subsection, except for the subsection number and title, with the following:

Prior to any ground disturbing activity, delineate all construction site clearing limits with high visibility markings and do not disturb areas outside the clearing limits. Prior to beginning construction activities, delineate and protect riparian areas including trees, root zones and vegetation to be preserved and delineate and protect vegetated buffer zones according to 00280.41(e). Protect post-construction stormwater facilities, unless used during construction as sediment trap, in which case, repair according to 00280.46(h).

00280.41(e) Buffers - Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State and sensitive areas including water bodies, wetlands, springs and seeps. Where 50 foot buffers are not attainable, provide erosion, runoff and sediment control BMPs as shown or directed.

00280.90 Payment – Replace pay item (g) Compost Erosion Blanket with the following:

(g) Compost Erosion Blanket.....Cubic Yard

Delete the following bid items:

- (b) plastic sheeting
- (c) Chemical Soil Binder
- (d) Chemical Dust Control
- (e) Temporary Mulching
- (f) Matting, Type_____

00280.91 Payment – Delete this subsection.

SECTION 00290 - ENVIRONMENTAL PROTECTION

00290.30(a)(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Implement containment measures adequate to prevent pollutants or construction debris, such as waste spoils, fuel or petroleum products, or silt from entering waters of the State or U.S.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high-water line.

- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

Add the following subsection:

00290.30(a)(8) Turbidity Monitoring – Furnish turbidity monitoring by visual or with a turbidity monitor as specified in the ACOE/DSL Removal Fill Permits and the Clean Water Act 401 Certification.

- Before beginning Work, make upcurrent and downcurrent in stream turbidity observations.
- Every four hours, make observations at an upcurrent location outside the influence of the Project, and at a downcurrent location that indicates any turbidity caused by the Project.
- Document all turbidity monitoring observations including date, time, and location on form 734-2755, "Turbidity Monitoring Form" or another form approved by the Agency. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.
- If a downcurrent turbidity plume is observed, modify work procedures and repair or implement in-water best management practices (BMP). If a turbidity plume is still observed at the next four-hour observation, stop all in-water work and repair or implement additional BMP. Resume in-water work when there is no longer a visible turbidity plume.

00290.30(a)(9) Meter Turbidity Monitoring - When metered turbidity monitoring is required by permit, monitor turbidity using a turbidity meter every two hours during in-water work according to the following:

- Use a turbidity meter that has been maintained and calibrated according to the manufacturer's specifications.
- Measure stream turbidity before beginning each day's in-water work to establish pre-construction turbidity levels.
- Measure upcurrent and downcurrent turbidity at two-hour intervals during in-water work and perform work based on turbidity measurements according to the following:
 - Take upcurrent samples at a location representative of background turbidity approximately 100 feet from the in-water work area.
 - Take downcurrent samples at a location approximately 100 feet from the in-water work area at approximately mid-depth of the water body and within any visible turbidity plume.
 - If the downcurrent reading is less than 5 nephelometric turbidity units (NTU) higher than the upcurrent reading, continue to work and take readings every two hours.
 - If the downcurrent reading is greater than or equal to 5 and less than 30 NTU higher than the upcurrent reading, modify work procedures and repair or implement best management practices (BMP), continue work, and continue to take readings every two hours. If after four hours the downcurrent reading is still greater than or equal to

5 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent reading.

- If the downcurrent reading is greater than or equal to 30 and less than 50 NTU higher than the upcurrent reading, modify work procedures, repair or implement BMP and continue work. If, at the subsequent two-hour reading, the downcurrent reading is still more than 30 NTU higher than the upcurrent reading, stop all in-water work and repair or implement additional BMP. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU reading.
- If the downcurrent reading is 50 NTU or more higher than the upcurrent reading, stop all in-water work, repair or implement additional BMP, and inform the Agency. Resume in-water work activities only after the downcurrent reading is less than 5 NTU above the upcurrent NTU, as determined by continued readings made at least every two hours, or the next day's initial turbidity reading.
- Document all turbidity monitoring observations on form 734-2755, "Turbidity Monitoring Report", or another form approved by the Agency. Submit reports to the Engineer weekly during in-water work and keep copies of the reports at the Project Site.

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

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

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

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

Perform work within the regulated work area only during the in-water work period. The in-water work period is from **July 15 to September 15, 2023**

The total volume of material filled or discharged into waters of the State and waters of the U.S. shall not exceed cubic yards specified in ACOE/DSL Permit.

(1) General Requirements:

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.

- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.

(2) Work Area Isolation - Provide work isolation according to Section 00245. Provide safe passage around or through the isolated work area for adult and juvenile migratory fish unless passage did not previously exist.

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

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.
- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

(4) Injured Fish Notification - If a dead or injured fish is found in the project area, immediately notify the Agency. If the injured fish is in a location where further injury or stress may take place, attempt to move the fish to a safer location, if one is available, near the capture site while keeping the fish in the water and reducing its stress as much as possible. Do not disturb the fish after it has been moved. If the fish is dead or dies while being captured or moved, save the fish and any tags. The Agency will notify appropriate regulatory agencies about the injured or dead fish and provide additional direction to the Contractor.

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 3 Calendar Days prior to starting activities that could harm nesting birds.

00290.41 Protection of Waters of the U.S. or State - Add the following to the end of this subsection:

Permits have been obtained for this project from the ACOE and DSL Keep a copy of the permits at the project site during construction. Changes to the project that may increase the amount of fill placed or material removed in waters of the U.S. or State, or the acreage of waters impacted are not authorized. The following waters of the U.S. or State are present and have been determined to be unavoidable.

00290.90 Payment – In the paragraph that begins “Payment includes...: Add the following to the following bullet to the list:

- Turbidity Monitoring

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

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

The “ODOT Construction Surveying Manual for Contractors is available at:
<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>.

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

- Alignments (Horizontal and Vertical) - LandXML alignments.
- CAD (graphics) - AutoCad Design File (.dwg).
- Coordinates (1D, 2D, and 3D) - LandXML Coordinates and Comma Separated Values Text Surface File (.cvs).
- Digital Terrain Model (DTM) - LandXML Surface
- Construction

00305.40 The Pre-Construction Survey - In the Surveying Manual for Contractors, delete Chapter 7 “The Pre-Construction Survey”.

00305.90 Payment - After the first sentence add the following sentence:

Submit a Lump Sum Breakdown for payment.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.90 Payment – In the last paragraph, delete the last sentence.

00310.91 Lump Sum Basis – Delete pay item (b) Removal of_____.

00310.92 Separate Item Basis – Delete this subsection.

SECTION 00330 – EARTHWORK

00330.00 Scope – Add the following paragraph:

This work consists of constructing a shoulder extension to provide adequate width for safe farm machinery passage.

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

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

Perform all earthwork under this Section on the excavation basis except for 00330.15.

00330.15 Selected Stone Backfill – Replace this section except for number.

00330.15 Engineered Streambank Material – Furnish a combination of durable rounded aggregate no larger than 8" or smaller than 2" that emulates the site conditions and meeting environmental permit requirements. Engineered streambank material shall be free of unsuitable material.

Add the following subsection:

00330.40(d) Shoulder Extension – Construct shoulder extension using 6" – 0 aggregate up to within 1 foot of existing grade, use ¾" - 0 or 1" - 0 as the contractor elects. Compact aggregate until firm and unyielding. Acceptance will be by visual inspection.

Add the following subsection:

00330.83 Shoulder Extension Measurement – The accepted quantities of shoulder extension will be measured on the weight basis.

00330.94 Embankment Basis Payment – Add the following bid item:

(d) Engineered Streambank Material.....Ton

Add the following subsection:

00330.95 Shoulder Extension Payment – The accepted quantities of shoulder extension will be paid on the weight basis.

(a) Shoulder Extension.....Ton

Item (a) includes furnishing 6"-0 aggregate, ¾" - 0 or 1" - 0 aggregate, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

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

00350.01 Definitions - Replace the sentence that begins "Embankment Geotextile - For installation..." with the following sentence:

Embankment Geotextile - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins "Nonwoven Geotextile - A textile..." with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins "**Riprap Geotextile** - For installation..." with the following sentence:

Riprap Geotextile - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

SECTION 00390 - RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications modified as follows:

00390.41 Riprap Geotextile - Replace this subsection, except for the subsection number and title, with the following:

Install riprap geotextile according to the requirements of Section 00350 and as shown or directed. Comply with Section 00641 of the Standard Specifications modified as follows:

00390.43 Riprap Backing - Delete this subsection.

00390.80(b) Riprap Backing - Delete this subsection.

00390.90 Payment - Delete Pay Item (b) from the Pay Item list.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00810 - METAL GUARDRAIL

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

00810.11 Posts – Replace this subsection with the following:

Furnish 8' steel posts that comply with 02820.20.

00810.90 Payment – Replace this subsection with the following:

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

(a) Midwest Guardrail System, Type 2A.....foot

Item (a) includes all steel posts, base plates, end pieces, anchors, transitions, and terminals.

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

SECTION 01030 - SEEDING

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

01030.13(c) Pure Live Seed - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this information to find the percentage, by weight, of each seed species is in 1 pound for the pre-blended mix.
- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formula:

Native Seeding:

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
<i>Elymus glaucus</i> (Blue wildrye)	13
<i>Bromus carinatus</i> (California brome)	13
<i>Hordeum brachyantherum</i> (Meadow barley)	13
<i>Festuca rubra rubra</i> (Red Fescue)	8
<i>Lupinus rivularis</i> (Streambank lupine)	7

* Oregon Certified Seed

Add the following subsection:

01030.43(c) Seed Application Rates - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

SECTION 01040 - PLANTING

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

01040.13 Soil Testing – Delete this subsection.

01040.14 Topsoil – Replace this subsection with the following:

Furnish a commercially available topsoil.

1040.80(d) Plant Materials – Replace this subsection with the following:

The Estimated quantities trees, shrubs, herbaceous perennials and plant cuttings are:

<i>Botanical Name</i> (Common Name)	Size/Description	Quantity
• <i>Alnus rubra</i> (Red Alder)	No. 2 Container	5 Each
• <i>Pseudotsuga menziesii</i> (Dougal Fir)	2 foot Height	2 Each
• <i>Philadelphus lewisii</i> (Mock orange)	1 Gallon	4 Each
• <i>Rubus parviflorus</i> Timbleberry	1 Gallon	11 Each
• <i>Asclepias speciosa</i> Showy Milkweed	9" Plugs * ≥ 6" Height	17 Each
• <i>Symphotrichum subspicatum</i> Douglas Aster	9" Plugs * ≥ 6" Height	17 Each
• <i>Cornus speciosa</i> Red Twig Dogwood	Plant Cutting	38 Each
• <i>Salix scouleriana</i> Schouler's willow	Plant Cutting	37 Each

*May substitute 4 – 6" plugs if 9" are unavailable

No measurement of quantities will be made for conifers, deciduous trees, shrubs, plant cuttings, and plugs.

1040.90(d) Plant Materials – Replace this subsection with the following:

The accepted quantities of work performed for plant materials will be paid for at the contract lump sum for the item "Plant installation, Conifers, Deciduous Trees, Shrubs, Cuttings, and Plugs"

Payment will be payment in full for furnishing conifers, deciduous trees, shrubs, cuttings, and plugs, and for furnishing labor, equipment, and incidentals necessary to complete the work specified.

SECTION 01045 - LARGE WOODY MATERIALS

Section 01045, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01045.01 Scope - The work includes installing large woody material and securing in place with class 700 riprap as shown on the plans.

Materials

01045.10 Large Woody Materials – Furnish logs with the root-wad attached.

Construction

The contractor will pick up and deliver selected downed trees with the root-wad attached from Salmon Falls Park. The county will mark the trees selected for use on the project. Install logs according to plans and environmental permits.

Measurement

The accepted quantities of large woody material will be measured on the unit basis.

Payment

The accepted quantities of large woody material will be paid on the unit basis:

(a) Large Woody Material.....Each

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ATTACHMENT 1: REQUIRED FORMS

PW-5587-23

BID CERTIFICATION

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

Commissioners:

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

The Bidder also certifies to the following:

A. Noncollusion:

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

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

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

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

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

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

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

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

F. Nondiscrimination:

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

G. Use of Registered Subcontractors:

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

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the 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: \$ N/A. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$ N/A.

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

Company: KAE EXCAVATING, INC.
(Print or Type)

Address: 3871 Langley Street 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:

Kerry Kuenzi - President

John Kuenzi - Secretary

Eric Kuenzi - Vice President

Dated this 25th day of July, 2023.

Construction Contractor's
Board Registration Number

128542

KAE EXCAVATING, INC.
Firm Name

John Kuenzi
Signature of Bidder

John Kuenzi
Name Print or Type

Secretary
Title Print or Type

Telephone No. 503-399-4833

Email Address: jke@keex.net

Tax ID # 93-1242787

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other _____

BID BOND

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

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Nusom Rd Scour Repair
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 24th day of July, 2023.

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

K&E Excavating, Inc.

Principal

By: 

Liberty Mutual Insurance Company

Surety

By: 

Attorney-in-Fact Tracy Stewart



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

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

Certificate No: **8210049-905038**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of May, 2023.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of July, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned K&E Excavating, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and * a corporation organized and existing under and by virtue of the laws of the state of Massachusetts 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 (\$250,862.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated , 20 , which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Nusom Rd Scour Repair

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 Nusom Rd Scour Repair 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, its respective heirs, executors, administrators, successors or assigns.

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

* Liberty Mutual Insurance Company

** Two Hundred Fifty Thousand Eight Hundred Sixty Two Dollars & 00/00

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of
July, 2023.

Liberty Mutual 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

K&E Excavating, Inc.

CONTRACTOR

By: John L. Green

Title: Secretary

3871 Langley Street SE

Street Address

Salem, OR 97317

City State ZIP

(503) 399-4833

Phone Number

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned K&E Excavating, Inc. as PRINCIPAL and Liberty Mutual Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Massachusetts, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Two Hundred Fifty Thousand Eight Hundred Sixty Two Dollars & 00/00 Dollars (\$250,862.00) 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: Nusom Rd Scour Repair.

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 24th day of July, 2023.

Liberty Mutual 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

K&E Excavating, Inc.

CONTRACTOR

By: John Z. Jones

Title: Secretary

3871 Langley Street SE

Street Address

Salem, OR 97317

(503) 399-4833

Phone Number



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

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

Certificate No: **8210049-905038**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of May, 2023.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of July, 2023.



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

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

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

✓ Yes No

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

Please print or type:

Company Name K&E EXCAVATING, INC.

Name/Title John Kuenzi, Secretary

Address 3871 Langley Street SE
Salem, OR 97317

Signature John Kuenzi

Date 07/25/23

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

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

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

Instructions for First-Tier Subcontractor Disclosure

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

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

Disclose the following information for each subcontractor:

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

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

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

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Nusom Road Scar Repair

ECMS Contract # PW-5587-23

Bid Opening Date June 29, 2023

Name of Bidding Contractor KRE EXCAVATING, INC.

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

FIRST-TIER SUBCONTRACTORS

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
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)

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Declaring)
an Emergency due to the)
Scour, Erosion and Potential)
Failure of Nusom Rd. NE)

RESOLUTION NO. 23R-10

This matter came before the Board of Commissioners at its regular scheduled public meeting on June 14, 2023, involving an emergency situation created by the encroachment of Abiqua Creek, severe bank erosion, scour and resultant potential failure of Nusom Road NE; and

WHEREAS, ORS 401.305 provides authority for Marion County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Marion County has enacted Marion County Code Chapter 2.35 pursuant to the authority granted by ORS Chapter 401 that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Board of Commissioners. If circumstances prohibit timely action of the Board of Commissioners the duties shall be performed by The Emergency Management Board Designee, Chair, Vice-Chair, third member of the Board, Chief Administrative Officer, Emergency Management Director, or the Sheriff (in this order); and

WHEREAS, ORS 279C.320(1) and ORS 279B.080 provide authority for Marion County to make or authorize others to make emergency procurements of goods or services in an emergency; and

WHEREAS, Abiqua Creek has continued to meander and encroach upon Nusom Road NE resulting in severe bank erosion and potential failure of the road. Several feet of river bank shoulder have eroded over the last several months. The bank failure has progressed such that the road itself is at severe risk of failure. The road is a critical route for area residents with no viable detour. It is imperative that construction work begin immediately such that the road repair can

be completed in summer 2023. Now, therefore it is RESOLVED that the Marion County Board of Commissioners formally declares an emergency for Marion County due to the scour, erosion, and potential failure of Nusom Rd. This situation poses significant additional risks of property damage and substantial extraordinary expense to the county, and it is further

RESOLVED that emergency procurements of goods and services are authorized pursuant to ORS 279B.080 and execution of a public contract for emergency construction is authorized pursuant to ORS 279C.335(6) and Marion County Public Contracting Rule 40-0150; and it is further

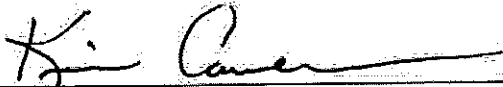
RESOLVED that this declaration of emergency due to the scour, erosion and potential failure of Nusom Rd. NE which threatens critical transportation routes and risks substantial extraordinary expense and additional property damage to the county shall be effective immediately upon signature of the Marion County Board of Commissioners.

DATED this 14th day of June 2023

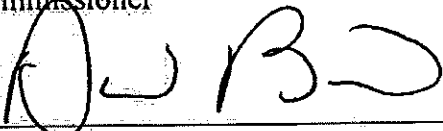
MARION COUNTY BOARD OF COMMISSIONERS



Chair



Commissioner



Commissioner