

# Contract Review Sheet

PW-5566-23

Public Improvement Agreements #: PW-5566-23 Amendment #: \_\_\_\_\_

Contact: Chalyce MacDonald Department: Public Works Department

Phone #: 503-566-4139 Date Sent: Tuesday, June 27, 2023

Title: Emergency repair of Abiqua Road NE due to landslide and subgrade failure

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

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

Original Contract Amount: \$759,560.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$759,560.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0280 Emergency CMS# PW1407-23

## Description of Services or Grant Award

Emergency construction agreement for the repair of Abiqua Rd NE. An active landslide has impacted access and travel approximately 0.3 miles south of the intersection of Abiqua Road and Briar Knob Loop. In March 2023, an investigation revealed that the landslide is caused by the erosion of soil on the native hillside downslope of the road. Furthermore, the erosion is projected to accelerate when winter rains set in, which may cause failure of the entire roadway. Abiqua Road is the only public road serving the upper Abiqua Creek basin. It is imperative for Public Works to complete landslide repairs before winter rains set in to ensure access is maintained to homes and timber land in the upper Abiqua Creek basin.

Desired BOC Session Date: 7/5/2023 BOC Planning Date: 6/29/2023

Files submitted in CMS: 6/28/2023 Printed packet & copies due in Finance: 6/20/2023

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: July 6, 2023

Department: Public Works      Agenda Planning Date: N/A      Time required: 5 min

Audio/Visual aids

Contact: Ryan Crowther      Phone: 503-365-3112

Department Head Signature: *Brian Nichl*

<b>TITLE</b>	Consider a Public Improvement Agreement with K&E Excavating, Inc. for the emergency repair of Abiqua Road NE due to landslide and subgrade failure.
Issue, Description & Background	<p>An active landslide has impacted access and travel on Abiqua Road NE approximately 0.3 miles south of the intersection of Abiqua Road and Briar Knob Loop. The road surface has degraded and portions of the southbound lane have settled more than 12 inches, posing a significant hazard to the traveling public. In March 2023, Public Works installed an unsignalized closure of the southbound lane while staff and a geotechnical engineering firm retained by Public Works investigated the cause of the landslide and identified feasible repair alternatives. The investigation revealed that the landslide is caused by the erosion of soil on the native hillside downslope of the road. Furthermore, the erosion is projected to accelerate when winter rains set in, which may cause failure of the entire roadway.</p> <p>Abiqua Road is the only public road serving the upper Abiqua Creek basin. It is imperative for Public Works to complete landslide repairs before winter rains set in to ensure access is maintained to homes and timber land in the upper Abiqua Creek basin.</p> <p>On June 14, 2023, an emergency procurement was approved for a direct-appoint agreement with a responsive contractor. K&amp;E Excavating provided an estimate optimal to the County's timeline and budget.</p>
Financial Impacts:	The Abiqua Road landslide repair project is a budgeted capital expense (\$600,000) in the upcoming 2023/24 fiscal year.
Impacts to Department & External Agencies	N/A
Options for Consideration:	<ol style="list-style-type: none"> <li>1) Approve the Agreement with K&amp;E Excavating for emergency repair of Abiqua Rd NE.</li> <li>2) Take no action at this time.</li> </ol>
Recommendation:	PW staff recommend approving the Agreement with K&E Excavating for the emergency road repair.
List of attachments:	Public Improvement Agreement with K&E Excavating, Inc., including certifications and emergency Board Order.
Presenter:	Ryan Crowther



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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

Copies to:

Chalyce MacDonald, cmacdonald@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 Repair of Abiqua Road NE Landslide and Subgrade Failure.

### WITNESSETH

Contractor, in consideration of the sum of \$759,560.00 (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

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Chief Administrative Officer                      Date

\_\_\_\_\_  
Marion County Contracts                      Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Marion County Legal Counsel                      Date

\_\_\_\_\_  
Title

APPROVED BY:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Commissioner    Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Commissioner    Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Commissioner    Date

\_\_\_\_\_  
FEIN #

MARION COUNTY PUBLIC WORKS  
EMERGENCY PROCUREMENT  
FOR  
THE CONSTRUCTION OF  
ABIQUA ROAD M.P. 0.31 SLIDE REPAIR  
MARION COUNTY  
Roadwork and Earthwork  
MARION COUNTY, OREGON

MARION COUNTY AGREEMENT #: PW-5566-23

ECMS NO. 2023-702  
ACCOUNTING PROJECT NO. 105836

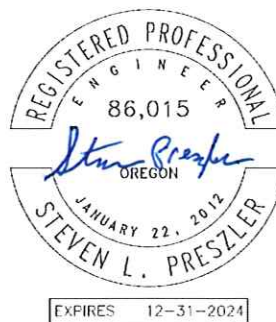
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MARION COUNTY BOARD OF COMMISSIONERS

Danielle Bethell	Commissioner
Colm Willis	Commissioner
Kevin Cameron	Commissioner

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Brian Nicholas, Director of Public Works



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## INTRODUCTION

### 1.1 Description of Work

Construction of Roadwork and Earthwork 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 October 31, 2023.

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:

Chalyce MacDonald

503-566-4139

[CMacDonald@co.marion.or.us](mailto:CMacDonald@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](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-5566-23 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 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**  
**Abiqua Road M.P. 0.31 Slide Repair**  
**Marion County Bid Solicitation #: PW-**  
**ECMS #: 2023-702**

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1.00	Lump Sum	\$ 75,000.00	\$75,000.00
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1.00	Lump Sum	\$ 52,500.00	\$52,500.00
225.070	TEMPORARY SIGNS	240.00	Square Foot	\$ 35.00	\$8,400.00
225.490	FLAGGERS	960.00	Hour	\$ 73.00	\$70,080.00
280.100	EROSION CONTROL PLAN	1.00	Lump Sum	\$ 1,450.00	\$1,450.00
280.180	CONSTRUCTION ENTRANCE	2.00	Each	\$ 2,100.00	\$4,200.00
280.400	SEDIMENT FENCE, SUPPORTED	600.00	Foot	\$ 15.00	\$9,000.00
290.100	POLLUTION CONTROL PLAN	1.00	Lump Sum	\$ 1,500.00	\$1,500.00
305.100	CONSTRUCTION SURVEY WORK	1.00	Lump Sum	\$ 9,650.00	\$9,650.00
310.100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	Lump Sum	\$ 19,530.00	\$19,530.00
313.850	ASPHALT PAVEMENT SAWCUTTING	200.00	Foot	\$ 3.50	\$700.00
320.100	CLEARING AND GRUBBING	1.00	Lump Sum	\$ 48,650.00	\$48,650.00
330.100	GENERAL EXCAVATION	3,100.00	Cubic Yard	\$ 61.00	\$189,100.00
330.500	STONE EMBANKMENT	3,600.00	Cubic Yard	\$ 69.00	\$248,400.00
641.100	1"-0 AGGREGATE BASE	100.00	Ton	\$ 52.00	\$5,200.00
740.100	COMMERCIAL ASPHALT CONCRETE PAVEMENT	80.00	Ton	\$ 140.00	\$11,200.00
1030.228	NATIVE PLANT SEEDING	1.00	Lump Sum	\$ 5,000.00	\$5,000.00
<b>ECMS 2023-702 TOTAL EXTENSION</b>				<b>\$759,560.00</b>	



## **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.

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](mailto:PWR.Email@boli.oregon.gov) or (971) 353-2416.

A handwritten signature in black ink, appearing to read "C. Stephenson".

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

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



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

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

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



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

### **PREVAILING WAGE RATES**

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

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

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

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

### **WORK SCHEDULE**

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

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

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

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

## PUBLIC WORKS BONDS

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

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

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

### **Exemptions:**

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



# PREVAILING WAGE RATES

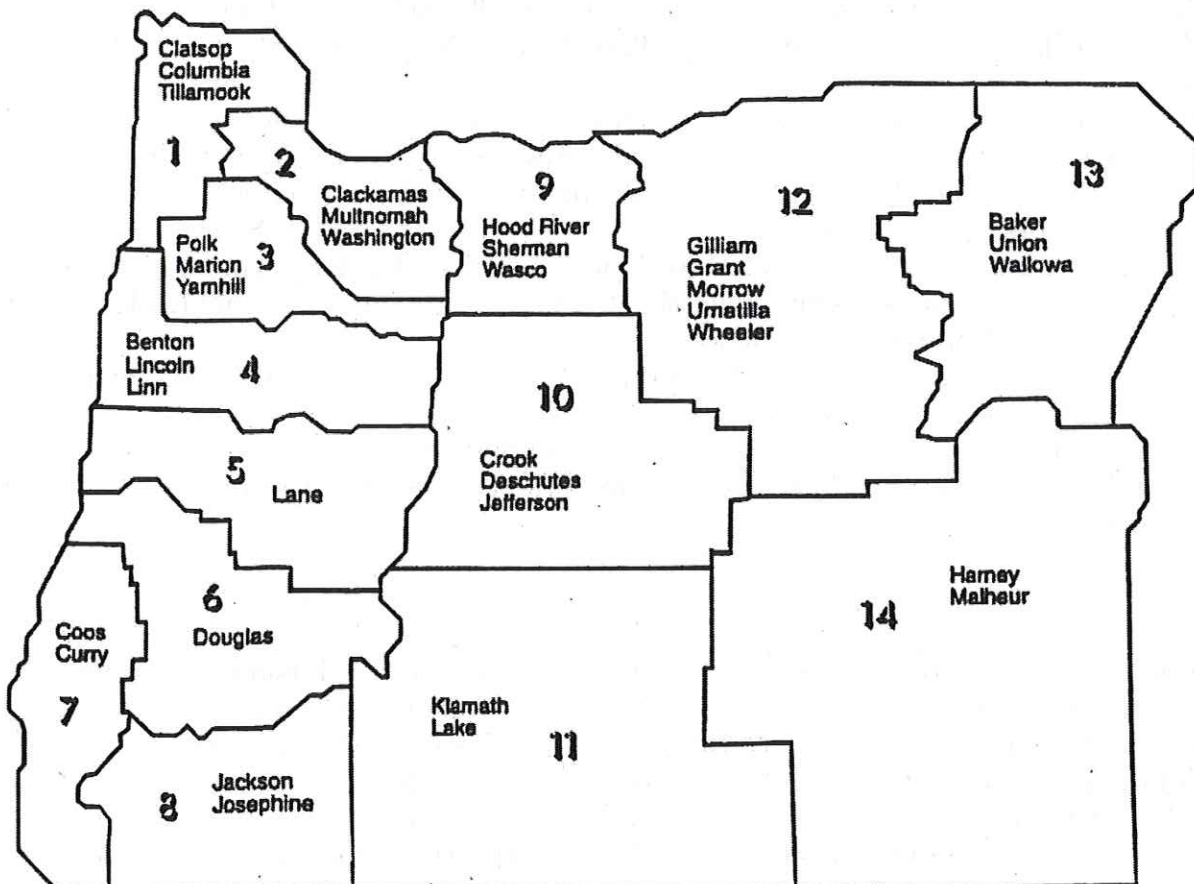
## FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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



To find the correct rate in this rate book:

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

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

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

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

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



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

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

**Zone Differential for Carpenters**

Add to Zone A Base Rate

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

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	<b>39.97</b>	<b>23.00</b>
Group 2	<b>40.81</b>	<b>23.00</b>
Group 3	<b>40.81</b>	<b>23.00</b>
Group 4	<b>41.64</b>	<b>23.00</b>

Zone Differential for Cement Mason

Add to Basic Hourly Rate

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

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

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

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

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

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

Zone Differential for Diver/Diver Tender

Add to Zone 1 Base Rate

Zone 2	<b>1.25</b> per hour
Zone 3	<b>1.70</b> per hour
Zone 4	<b>2.00</b> per hour
Zone 5	<b>3.00</b> per hour
Zone 6	<b>5.00</b> per hour
Zone 7	<b>10.00</b> per hour

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

Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

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)	<b>53.94</b>	<b>16.45</b>
Assistant Engineer (Watch Engineer, Mechanic Machinist)	<b>50.78</b>	<b>16.45</b>
Tenderman (Boatman Attending Dredge Plant), Fireman	<b>49.29</b>	<b>16.45</b>
Fill Equipment Operator	<b>48.12</b>	<b>16.45</b>
Assistant Mate	<b>45.42</b>	<b>16.45</b>

Zone Differential for Dredgers

Add to Zone A Base Rate

Zone B	<b>3.00</b> per hour
Zone C	<b>6.00</b> per hour

Zone mileage based on road miles:

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

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER**

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	<b>44.74</b>	<b>18.91</b>
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	<b>44.74</b>	<b>18.91</b>

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B	61-80 miles	<b>6.00</b> per hour
Zone C	81-100 miles	<b>9.00</b> per hour
Zone D	101 or more	<b>12.00</b> 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	<b>43.97</b>	<b>19.26</b>
Lighting Maintenance and Material Handler	<b>21.55</b>	<b>10.30</b>

Reference County

Malheur

Shift Differential\*

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

\* 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	<b>51.75</b>	<b>24.18</b>
Cable Splicer	<b>54.34</b>	<b>24.26</b>
Certified Welder	<b>56.93</b>	<b>24.34</b>
Material Handler	<b>31.05</b>	<b>13.06</b>

**Reference Counties**

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

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

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

Electrician	<b>48.58</b>	<b>23.20</b>
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**Reference Counties**

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

**Shift Differential\***

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

\* 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	<b>51.67</b>	<b>20.58</b>
Cable Splicer	<b>56.84</b>	<b>20.74</b>
Lighting Maintenance/Material Handler	<b>24.29</b>	<b>10.38</b>

**Reference Counties for Area 4**

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

**Shift Differential\***

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

\* 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	<b>57.35</b>	<b>28.94</b>
Electrical Welder	<b>63.09</b>	<b>29.11</b>
Material Handler/Lighting Maintenance	<b>32.69</b>	<b>19.45</b>

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

\* 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	<b>1.50</b> per hour
Zone 2	51-70 miles	<b>3.50</b> per hour
Zone 3	71-90 miles	<b>5.50</b> per hour
Zone 4	Beyond 90	<b>9.00</b> per hour

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

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

Electrician	<b>43.97</b>	<b>19.26</b>
Lighting Maintenance and Material Handler	<b>21.55</b>	<b>10.30</b>

**Reference Counties**

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – See Area 3 rate

**Shift Differential**

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

\* 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

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

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	

**FENCE CONSTRUCTOR (NON-METAL)** 34.98      16.55

**FENCE ERECTOR (METAL)** 34.98      16.55

**GLAZIER** 45.82      25.40

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

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

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

**HAZARDOUS MATERIALS HANDLER** 29.03      15.18



**HIGHWAY/PARKING STRIPER**

**38.18                      15.08**

Shift Differential

Add \$1.85/hour to base rate for shifts that start between 3:00pm and 4:00am.

**IRONWORKER**

Zone 1 (Base Rate):

**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):

<b>Group 1</b>	<b>34.98</b>	<b>16.55</b>
<b>Group 2</b>	<b>36.25</b>	<b>16.55</b>
<b>Group 3 (Flagger)</b>	<b>30.38</b>	<b>16.55</b>
<b>Group 4 (Landscape Laborer)</b>	<b>24.17</b>	<b>16.55</b>

Zone Differential for Laborers

Add to Zone A Base Rate

- Zone B            **.85** per 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)

**Area 5 (Regions 1, 2, 3 and 9)** **47.66      22.97**

Reference Counties

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

**Area 6 (Regions 6, 8, 11 and 14)** **33.76      17.24**

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – See Area 3 rate

**LINE CONSTRUCTOR**

**Area 1 (All Regions)**

Group 1	<b>64.58</b>	<b>24.31</b>
Group 2	<b>57.66</b>	<b>23.99</b>
Group 3	<b>35.58</b>	<b>15.44</b>
Group 4	<b>49.59</b>	<b>20.43</b>
Group 5	<b>43.25</b>	<b>17.50</b>
Group 6	<b>35.75</b>	<b>17.16</b>
Group 7	<b>20.71</b>	<b>12.56</b>

Reference Counties

All counties

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

**MARBLE SETTER** **44.00      24.25**

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	<b>30.72</b>	<b>14.18</b>
INDUSTRIAL PAINTING	<b>32.52</b>	<b>14.18</b>
BRIDGE PAINTING	<b>38.19</b>	<b>14.18</b>

Shift Differential for Painter

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

**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 hour  
Zone C      **9.00** per hour  
Zone 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 hour  
Zone C      **9.00** per hour  
Zone 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



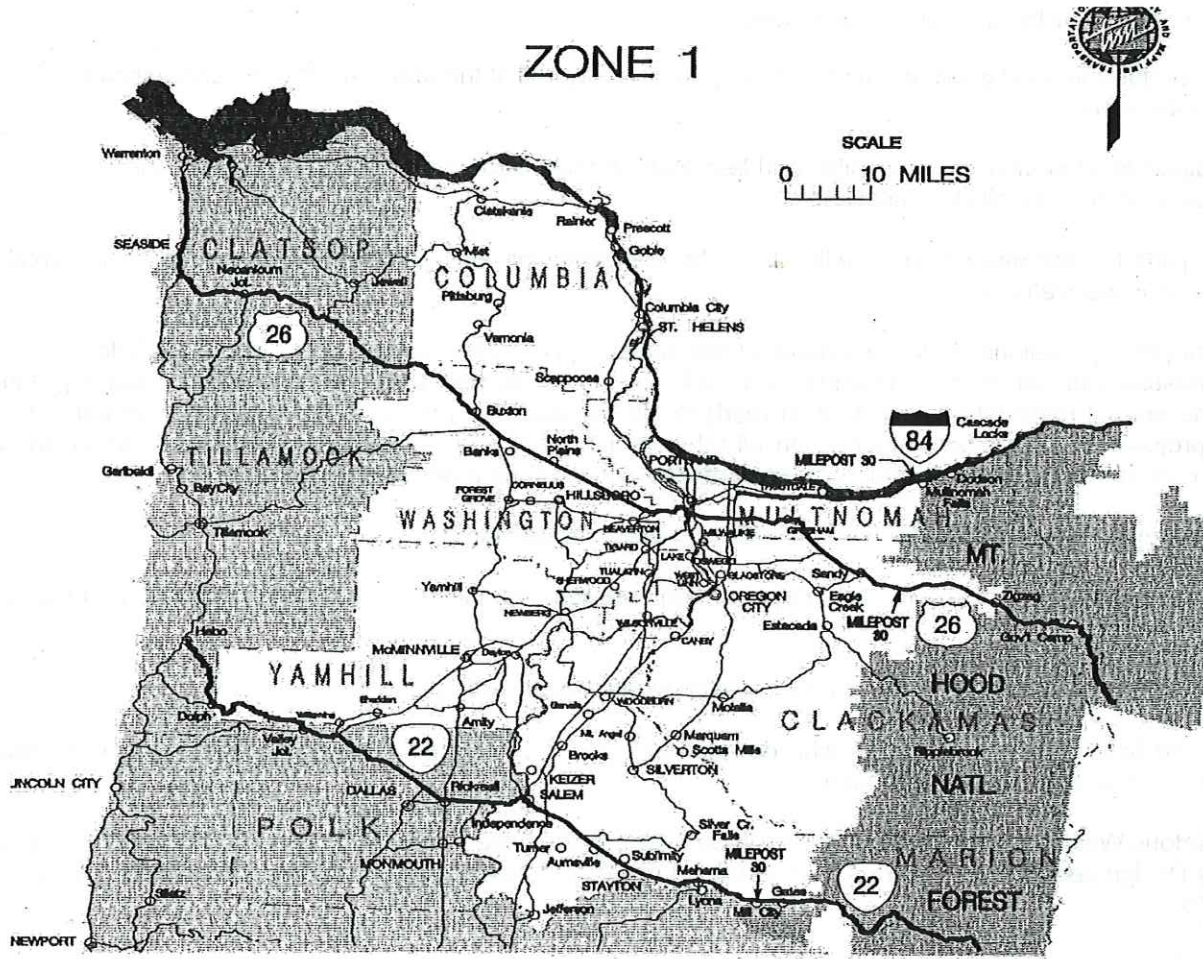
**POWER EQUIPMENT OPERATOR**

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 CountiesHarney                  Josephine                  Lake  
Jackson                  Klamath                  Malheur

Curry – See Area 5 rate

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

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

**Area 7 (Region 10)****35.36****21.31**Reference Counties

Crook                  Deschutes                  Jefferson

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	<b>6.00</b> per hour
Zone C	<b>9.00</b> per hour
Zone D	<b>12.00</b> 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	<b>30.09</b>	<b>16.73</b>
Group 2	<b>30.23</b>	<b>16.73</b>
Group 3	<b>30.37</b>	<b>16.73</b>
Group 4	<b>30.67</b>	<b>16.73</b>
Group 5	<b>30.91</b>	<b>16.73</b>
Group 6	<b>31.10</b>	<b>16.73</b>
Group 7	<b>31.32</b>	<b>16.73</b>

Zone differential for Truck Drivers

Add to Zone A Base Rate

Zone B	<b>.65</b> per hour
Zone C	<b>1.15</b> per hour
Zone D	<b>1.70</b> per hour
Zone E	<b>2.75</b> per hour

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.

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

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

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

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

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



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

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

### PART 00100 – GENERAL CONDITIONS

Replace the PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v2021, a Supplemental Specification published by Marion County on Marion County Public Works Engineering Division website at: <http://www.co.marion.or.us/PW/Engineering> and included in these special provisions by reference.

### SECTION 00110 – ORGANIZATIONS, 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:

**00120.00 Prequalification of Bidders** – Revise this section as follows:

Replace the address in the first bullet with the following:

Oregon Department of Transportation  
355 Capital St. NE  
Salem, OR 973011

Replace the address in the second bullet with the following:

ODOT Procurement Office – Construction Contracts Unit, MS# 5-1  
355 Capital St. NE  
Salem, OR 97301

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

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

**00120.05 Request for Invitation to Bid** – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the 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.

**00120.16(a) Written Request** – Replace this subsection except for the subsection number and title, with the following:

Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall submit a written request through the Agency's Procurement Collaboration Portal, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.

**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(a) Paper Bids** - Replace this subsection with the following:

**00120.40(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:

**00120.40(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.
- 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).

**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

**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 OregonBuys <https://oregonbuys.gov/bsol/>.

Replace the last paragraph with the following:

Notice of Award will be sent within 14 Calendar Days after the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

**00130.50(a) By the Bidder** – Replace this subsection, except for the subsection number and title, with the following:

(1) The successful Bidder shall deliver 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 bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Add the following bullet at the end of the list:

- When energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

Add the following subsection:

**00150.50(f) Utility Information** – There are no anticipated conflicts with the utilities listed below

	<b>Utility</b>	<b>Contact</b>	<b>Phone</b>
1.	Portland General Electric	Shelley Jones	503-463-4348
2.	Ziply Fiber	James Andik	503-667-9780
3.	North West Natural	Blake Johnson	971-979-6859

### **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the General Conditions.



**SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the General Conditions modified as follows:

**00165.10(a) Field-Tested Materials** - Add the following sentence to this subsection:

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

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

**00170.00 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:

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

**SECTION 00180 – PROSECUTION AND PROGRESS**

Comply with Section 00180 of the General Conditions modified as follows:

Add the following Subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Projects.....	00156.56
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions .....	00220.40(e)
Holidays and Special Events .....	00220.40(e)
Load Restricted Bridges.....	00220.45
Noise Control .....	00290.32
Maintenance Under Traffic.....	00620.43
Opening Sections to Traffic.....	00745.51

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

**00180.41 Project Work Schedules** - Add the following paragraph:

The Contractor shall submit Type "B" schedule.

**00180.42 Preconstruction Conference** – Add the following sentence:

The meeting is to include but not limited to representative from; Marion County Public Works, Contractor, Subcontractor's, Contractor's quality control personnel, railroad and utilities.

**00180.50(h) Contract Time** – Complete all Work to be done under the Contract before the elapse of the Time for Completion of Work listed in the Introduction.

**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

**00180.85(b) Liquidated Damages** - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, any or all of the following:

**(1) ECMS 2023-702**

(a) The amount of \$805 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

(b) The amount of \$100 per 1/4 hour that a traffic lane is closed before or after the hours specified in Section 00220.40(e) unless a time extension is preapproved by the Engineer. In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency.

**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.

Add the following sentence after the first paragraph:

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

**00190.20(f)(3) Duties of Weigh Technician** - Delete the first four bullets.

**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.

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

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

**00190.30 Plant Scales** - After the bullet list add the following paragraph:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

## **SECTION 00195 – PAYMENT**

Comply with Section 00195 of the Standard Specifications modified as follows:

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

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

## **SECTION 00196 – PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the General Conditions.

## **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the General Conditions.

## **SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS**

Comply with Section 00199 of the General Conditions

## **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

## **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- Marion County will provide preliminary notification to adjacent property owners which will contain general information.

The contractor will provide written notice to adjacent property owners and/or businesses 72 hours before beginning work. The notice shall contain the following information:



- Construction dates.
- Construction hours.
- Construction activities that may impact them.
- Limitations to access driveways.

**00220.03(a) Over-Dimensional Vehicle Restrictions** - Replace this subsection, except subsection number and title, with the following:

When the Project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, fill out and submit a completed copy of the "Highway Restriction Notice - Size and/or Weight" form (Form No. 734-2357), available from the ODOT Oregon Trucking Online website (see 00110.05(e)), at least 35 Calendar Days before the restriction or detour takes effect.

**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 when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Friday, from Daylight to Dusk

**Single Lane Closures** – One Traffic Lane in each direction on Abiqua Rd.NE may be closed during the following times:

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

## **SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications modified as follows:

### **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.

And add the following bullets to the end of the bullet list:

- Mobilization of the mobile barrier to and from the project.
- Moving the mobile barrier from one location of actual use to another or to and from the Contractor's storage site.

## **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

Comply with Section 00222 of the Standard Specifications modified as follows:

**00222.40(e) Temporary Sign Placement** - Add the following to the end of the bullet list:

- Install an 18 by 24-inch "NO PARKING" sign in every block where on-street parking is prohibited, facing incoming traffic.
- When the existing centerline striping on the road way is obliterated the contractor shall:
  - Place a "NO CENTER LINE" (W8-12) sign approximately 2,500 feet in advance of each end of the Project.
  - Place a "NO CENTERLINE" (W-12) sign on approximately 2 mile intervals for each direction of traffic.
  - Place a "DO NOT PASS" (R4-1) sign on each side of the roadway at the beginning and end of the project, and at mile intervals facing oncoming traffic.
- When the paving operation creates a vertical drop-off and the road will be used by traffic, alternate "ABRUPT EDGE" (CW21 7) signs with the appropriate (CW21 8) rider at ½ mile spacings.

Face sign toward oncoming traffic and install them before opening the road to public traffic.

**00222.80(a) Area Basis** - Delete this subsection.

**00220.90(a) Temporary Signs** – Delete this bid item.

**00222.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

## **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.

**00223.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.



## SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

**00224.46 Pavement Edge Delineation** - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

**00224.91 Payment, Lump Sum or Incidental Basis** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract indicates payment for Work under 00221.98 Payment, Method "B" - Lump Sum Basis or 00221.99 Payment, Method "C" - Incidental Basis, no separate or additional payment will be made for Work performed under this Section. Payment will be included in payment according to 00221.98 or 00221.99.

## SECTION 00240 - TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications.

## SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

**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 and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required by the 1200-CA permit.

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to the Project. Before beginning Work on the Project, obtain a NPDES 1200-CA permit from the applicable local jurisdiction or a NPDES 1200-C permit that is applicable to the Project.

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

**00280.02 Definitions** -

Replace the sentence that begins "Temporary Stabilization" with the following sentence:

**Temporary Stabilization** - Covering soil or other measures to prevent erosion until permanent stabilization measures are in place and established.

**00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace the bullets with the following bullets:

- When using the Agency's ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency's ESCP is used without modifications prior to construction.
  - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
  - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency's ESCP, include the following:
  - Proposed ESCP showing all ESC Work, and quantities of Work.
  - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials when pollutants are known to be present.
  - Implementation schedules for the ESCP
  - Plans for each phase of Contractor's Work
  - Names and positions of all personnel engaged in construction activities.
  - Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
  - Information required under 1200-CA permit.
- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
  - Oregon Registered Professional Engineer,
  - Oregon Registered Landscape Architect; or
  - Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
  - Oregon Registered Professional Engineer; or
  - Oregon Registered Landscape Architect.
- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CA permit and as directed in ODOT's Erosion Control Manual.

**00280.15(d) Temporary Slope Drains** – Replace this subsection, except subsection number and title, with the following:

Furnish either plastic pipe and flared end sections meeting the requirements of Section 02415 or metal pipe and flared end sections meeting the requirements of Section 02420.



**00280.30 Erosion and Sediment Control Manager** - Replace this subsection, except for the subsection number and title, with the following:

If the Agency's NPDES 1200-CA permit is applicable to the Project, designate and provide an ESCM who possesses a valid ODOT ESCM certificate or who has successfully completed an erosion control training that is acceptable to the Engineer.

The ESCM duties include:

- Manage and ensure proper implementation of the ESCP.
- Accompany the Engineer during field review of the ESCP prior to construction activities.
- Monitor rainfall, snow melt and runoff at the Project Site.
- Monitor water quality in receiving streams in the vicinity of the Project Site.
- Monitor water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.
- Monitor locations identified in Section 00294 for compliance.
- Inspect ESC and monitor receiving waters on active construction site on initial date and every 14 Days for effective functioning.
- Inspect ESC on inactive sites every 14 Days for effective functioning.
- Inspect ESC for effective functioning and monitor receiving waters, on all active and inactive sites at least within 24 hours of rainfall events sufficient to result in runoff from the Project Site.
  - West of the Cascades, after 0.1 inch of rainfall, inspect conveyances for runoff and monitor site if runoff is observed.
- Fill out and provide monitoring report for each site inspection and include the following:
  - Photographs of any BMP that is not providing effective functioning or requires maintenance.
  - Provide sufficient photographic documentation of all BMPs that are providing Effective Functioning.
- Ensure that ESC are regularly cleaned and maintained.
- Mobilize crews to make immediate repairs to ESC or install additional ESC during working and non-working hours when ESC is not effectively functioning.
- Record actions taken to clean up discharged sediment.
- Report potential permit violations to the Agency immediately upon discovery.
- Repair conditions that caused permit violations and prepare submittals for corrective actions according to 00280.64.
- Update the ESCP monthly and within 7 Days after changes or major ESC modifications are implemented in the field.
- Submit ESCP revisions in electronic format, to Engineer within 30 Days after making revisions.
- Prepare for wet weather during the periods between October 1 and May 31 according to 00280.41(c).
- Accompany the Engineer on inspections and, if required, on inspections by representatives of regulating agencies. If any of the following occur, revise the ESCP to reflect the change(s) within 7 Days.
  - Changes to the construction plans that impact erosion and sediment control measures;
  - Changes to the stormwater control BMPs, their location, maintenance required, and any other revisions necessary to prevent erosion and control sediment runoff;
  - An increase in the area impacted by construction activities;
  - Other activities at the site that are no longer accurately reflected in the ESCP. This includes changes made in response to corrective actions triggered;

- To reflect areas on the site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;
- If inspections by DEQ determine that ESCP revisions are necessary for compliance with the 1200-CA permit;
- Where DEQ determines it is necessary to install or implement additional controls at the site in order to meet the requirements of the 1200-CA permit. Include the following in the ESCP:
  - A copy of any correspondence describing such measures and requirements; and
  - A description of the controls to be used to meet such requirements.
- Change of Subcontractors that engage in construction activities on site, and the areas of the site where the Subcontractor(s) engage in construction activities;
- Change of any personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures;
- Change of the certified erosion and sediment control inspector, or of their contact information and any applicable certification and training experience;
- To reflect any revisions to applicable federal, state, tribal, or local requirements that affect the stormwater controls implemented at the site; and
- If a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application as applicable. Furnish temporary sediment trap as shown on drawings, stamped and signed by licensed engineer.

When Work on Project or portion of Project is temporarily suspended and those portions of the site are stabilized to eliminate risk of sediment discharge, reduce monitoring frequency as follows:

- Twice a month, not less than 14 days apart, after work in that area has stopped.
- After this first month, and the site remains stabilized, monitoring frequency can be reduced to once per month;
- Upon resumption of work, return to the standard monitoring frequency.
- Document the beginning and end dates of area's work suspension on monitoring form and identify area(s) of work suspension on ESCP revision.

Submit revised ESCP to Engineer for signature by licensed professional (see 00280.04) and submission to DEQ when changes are made for the following reasons:

- Part of a corrective action requirement;
- An increase or decrease in project size;
- An increase or decrease in size or location of disturbed areas;
- Changes to BMPs, such as type, design or location;
- Change of the ESCM.

**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).

Add the following subsection



**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.

Add the following subsection:

**00280.41(f) Hauling Material** - Cover loads carrying soil or sediment when leaving Project Site. Drain saturated loads on site or haul in water tight beds.

Add the following subsection:

**00280.41(g) Underground Injection Controls (UIC)** - Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, catch basins or wells.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project site:

Item	Quantity
Straw Wattles .....	100 Ft.
Compost Filter Socks .....	100 Ft.
Supported Silt Fence.....	100 Ft.

**00280.62(b) Rainfall** - Replace this subsection, except for the subsection number and title, with the following subsection:

Furnish and install a temporary rain gauge at the Project site. Upon approval, storm event information may be derived from weather stations that are representative of precipitation levels at the site.

The closet on-line rain gauge is located at:  
[7-Day Forecast 44.98N 122.66W \(weather.gov\)](http://7-Day Forecast 44.98N 122.66W (weather.gov))

**00280.63(c) Paved Areas** - Replace this subsection, except for the subsection number and title, with the following subsection:

Keep all paved areas clean for the duration of the Project. Use cleaning methods that do not transport sediment-laden water to receiving streams. Remove sediment that has been tracked-out from the Project Site by the end of the same business day. If the sediment track-out occurs on a non-business day, remove the sediment by the end of the next business day.

Add the following subsection:

**00280.64 Corrective Actions** - Initiate corrective actions when the following noncompliance occur:

- A discharge from the Project Site causes an exceedance of applicable water quality standards,
- Sediment or turbidity are visible in discharge from the Project site in conveyance system leading to surface water or at the discharge point within surface water,
- BMP needs repair or replacement, beyond routine maintenance,
- BMP shown on ESCP was not installed or installed incorrectly,

- A prohibited discharge has occurred,
- When required by DEQ,
- As directed by Engineer

**(a) Corrective Action Timelines** - Immediately initiate corrective actions to address noncompliance, including removing discharged material and repairing or replacing BMPs that do not provide Effective Functioning according to the following:

- Mobilize resources to clean contaminated surfaces and address cause of discharge,
- Complete corrective actions by the close of the next business day for discharge clean-up and to restore Effective Functioning of installed BMPs,
- For more significant noncompliance of which require additional, replacement or modified BMPs to restore Effective Functioning, complete corrective action(s) no later than 24 hours after the discovery
  - If completion of corrective action is not feasible within 24 hours, document the reasons why the time line cannot be met.
  - Provide a schedule for clean-up and corrective actions that restores Effective Functioning as soon as feasible. If schedule cannot be met document the reasons for the delay.
  - Provide all corrective action documentation and photographs to Agency within 24 hours of completion of corrective actions.

**(b) Corrective Action Documentation** - Document corrective actions within 24 hours of implementations to provide:

- The Project Site’s common name and 1200-CA permit identification number when applicable,
- Conveyance system discharge location(s) and outfalls that were out of compliance,
- Photographs of the discharge(s) before and after the implementation of corrective actions, or before and after NTU readings of the discharge,
- The period of noncompliance,
- Name(s), titles and contact information of personnel conducting inspections,
- The specific condition and the date and time the noncompliance was identified,
- Description of the noncompliance and BMP failure(s) that caused the noncompliance,
- Description of the actions taken to address the noncompliance and prevent a reoccurrence of the noncompliance,
- Where corrective actions change site conditions from what is shown on ESCP, revise the ESCP to represent the site conditions,
- Immediately upon completion of corrective action documentation, provide to Agency for signature and submittal to DEQ.

**00280.90 Payment** - Replace this subsection, except for the subsection number and title, 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, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Erosion Control .....	Lump Sum
(b) Erosion and Sediment Control Manager.....	Lump Sum

Item (a) includes:



- mobilization
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

Partial payment for items (a) will be made as follows:

- When the initial Contractor developed ESCP, narrative, and schedule are complete and accepted, and the initial erosion control devices are installed ..... 25%
- When 50 percent of the Contract is complete, excluding advances on Materials ..... 25%
- When 75 percent of the Contract is complete, excluding advances on Materials ..... 25%
- At completion of the Work covered by this Section ..... 25%

Item (b) includes:

- monitoring activities to maintain effective functioning
- developing, revising and documenting the ESCP
- monitoring activities to maintain effective function and permit compliance

No separate or additional payment will be made for:

- constructing and removing temporary slope berms
- erosion control for Work outside the construction limits including but not limited to limited to, Borrow pits, haul roads, disposal sites, and Equipment storage sites
- modifications or additions to the ESCP.

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

Water used for non-chemical dust control will be paid according to Section 00340.

Additional ESC devices required for permit compliance will be paid for according to 00195.20.

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

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

Add the following subsection:

**00290.30(a)(7) Water Quality:**

- (2) Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- (3) Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.

Add the following subsection:

**00290.34(c)(1) General Requirements:**

- 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.
- 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.

**00290.90 Payment** – No separate or additional payment will be made for work under this section.

**SECTION 00300 - ROADWORK**

Comply with Section 00300 of the Standard Specifications.

**SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

**SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

**00310.90 Payment** - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

**SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.  
The estimated quantity of clearing and grubbing is 13,500 square feet.

**SECTION 00330 – EARTHWORK**



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

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

Perform all earthwork under this Section on the **excavation basis**.

**00330.14 Selected Granular Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695..."

**00330.15 Selected Stone Backfill** - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695..."

**00330.16(a) Requirements** – Insert "crushed" before the word "angular" in the first paragraph.

**00330.16 Stone Embankment Material** - Add the following to the end of this section:

**(d) Temporary Access** – Construct temporary access roadways with at least 12 inches of stone embankment material overlaying a non-woven subgrade separation geotextile meeting the requirements of Section 02320.

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

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

**00330.42(c)(3) Embankment Slope Protection** - Add the following paragraph to the end of this subsection:

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

**00330.44 Buttress, Inlay or Shear Key** – Remove the designated materials and construct the Buttress, inlay or shear key as follows:

**(a) Preparation** - Do not start excavation for each segment until a stockpile of stone embankment material is immediately available at or near the site. Locate the stockpile at a site approved by the Engineer. The size of the stockpile shall be sufficient to fill one excavated segment.

**(b) Sequence of Construction** - Excavate the area according to 00330.40 and 00330.41 to provide a backslope to the lines, Slopes and details shown, or as directed. Excavate and backfill in segments to minimize aggravating stability conditions. Each segment shall not exceed 75 feet in length as measured across the top of each open excavation segment, unless otherwise specified or directed.

**(c) Unsuitable Materials** - Sort and dispose of Unsuitable Materials as waste material according to 00330.41(a)(5).

**(d) Foundation** - Excavate to a depth of at least 5 feet into firm, stable, undisturbed materials as shown or as directed. Remove soft or loose materials. The Engineer will verify sufficient excavation into firm, stable, undisturbed materials in each segment before allowing the backfill. Where shown or directed, place riprap geotextile against the excavated backslope. Remove water from the excavation before placing stone embankment material.



(e) **Drainage** - Provide drainage as shown or as directed.

(f) **Placement of Stone Embankment** - After excavation of each segment according to 00330.44(b) and 00330.44(d), place the stone embankment material to fill the excavated segment before excavating the next segment. Backfill all segments on the same Day they are excavated. Place and manipulate the stone embankment material in the Buttress, inlay or shear key to provide a dense and well-filled mass to the lines, Slopes and Cross Sections shown, or as directed.

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

**00330.92 Kinds of Incidental Earthwork** - Add the following bullets to the end of the bullet list:

- Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).
- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

**00330.94 Embankment Basis Payment** - Delete the paragraph that begins "Excavation of unstable...".

## 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.

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

**Subgrade Geotextile** - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

**00350.41(f)(5) Geotextile Placement** - Replace the paragraph that begins "Slit wrinkles or folds ..." with the following paragraph:

Slit wrinkles or folds exceeding 1 inch and lay flat. Shingle-lap not more than 6 inches in the direction of the paving. Broom or squeegee to smooth the geotextile and pneumatic roll to maximize geotextile contact with the Pavement surface. Additional hand-placed sealant material may be required at laps as determined.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications.

### **SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL**

Comply with Section 00405 of the Standard Specifications.

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

Comply with Section 00445 of the Standard Specifications.

### **SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

### **SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

### **SECTION 00740 - COMMERCIAL ASPHALT CONCRETE PAVEMENT (CACP)**

Comply with Section 00740 of the Standard Specifications.

### **SECTION 00857 - RUMBLE STRIPS**

Comply with Section 00857 of the Standard Specifications.

### **SECTION 01030 - SEEDING**

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

**01030.13** Seed – Replace this subsection, except for the subsection number and title, with the following:

Furnish a commercially available native seed mix that is suited to a variety of soil types and conditions, has good recuperative potential, and will tolerate sun and medium shade.

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

Apply seed according to the application rate recommended by the seed manufacturer.

**01030.40 General** - Add the following sentence after the sentence beginning "Notify the Agency...":

Notify the Agency at least 5 Days before seeding begins.

**01030.43(c) Seed Application Rates** - Apply seed according to 001030.13(c).

Rake or harrow seed to a depth of 2.5 to 3 times the seed length and not more than ¼ inch depth.

**01030.45 Soil Testing** – Delete this subsection.

**SECTION 02320 - GEOSYNTHETICS**

Comply with Section 02320 of the Standard Specifications.

**SECTION 02415 - PLASTIC PIPE**

Comply with Section 02415 of the Standard Specifications.



## ATTACHMENT 1: REQUIRED FORMS

PW-5566-23

### 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: \$\_\_\_\_\_. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$\_\_\_\_\_.

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: \_\_\_\_\_  
(Print or Type)

Address: \_\_\_\_\_  
(Print or Type)

City, State Zip \_\_\_\_\_  
(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:

\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Construction Contractor's  
Board Registration Number

\_\_\_\_\_

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name            Print or Type

\_\_\_\_\_  
Title            Print or Type

Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Tax ID # \_\_\_\_\_

Business Organization: (Check one)

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

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, a Corporation organized and  
existing under and by virtue of the laws of the state \_\_\_\_\_ 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 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 \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

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

[Page intentionally left blank]



Bond No. \_\_\_\_\_

PERFORMANCE BOND

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

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned \_\_\_\_\_ as PRINCIPAL (hereinafter called CONTRACTOR), and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ 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 (\$\_\_\_\_\_) 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:\_\_\_\_\_.

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

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for \_\_\_\_\_ are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the \_\_\_\_\_ 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      ZIP

\_\_\_\_\_  
Phone Number



Bond No. \_\_\_\_\_

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 \_\_\_\_\_ as PRINCIPAL and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the state of \_\_\_\_\_, 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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: \_\_\_\_\_.

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 \_\_\_\_\_, 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 \_\_\_\_\_ 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 \_\_\_\_\_ or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

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



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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

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 \_\_\_\_\_

Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## 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.



BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Declaring )  
an Emergency due to )  
Landslide and Subgrade )  
Failure of Abiqua Rd. NE )

RESOLUTION NO. 23R-9

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 landslide and subgrade failure of Abiqua Rd. 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, Two adjacent active landslides are impacting access and travel on Abiqua Road NE approximately 0.3 miles south of Briar Knob Loop. Public Works has limited the roadway to one lane of travel through a portion of the slide area. Public Works became aware of the second landslide becoming active in February 2023. Public Works is expecting to receive a revised Geotechnical report and updated survey data in the coming weeks. The road surface has



continued to degrade and has now settled significantly with severe cracking such that the southbound lane of Abiqua Road had to be closed to traffic in March 2023. Since then, the road has continued to settle with new cracks beginning to form along the centerline threatening the single remaining lane. 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 landslide and subgrade failure of Abiqua 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 landslide and subgrade failure of Abiqua 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