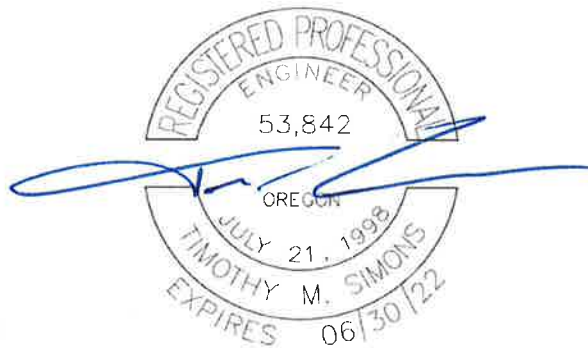


CITY OF PENDLETON

SW Houtama Road Water Line Project



Stamped: 4/27/2021

This project was funded by the Federal Safe Drinking Water Revolving Loan Fund through the Oregon Business Development Department and a partnership of local and/or private funds.

April 2021

Engineering Department
500 SW Dorion Avenue
Pendleton, OR 97801
www.pendleton.or.us
Office (541) 966-0203
Fax (541) 966-0251

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INVITATION TO BID

Sealed bids for the **SW Houtama Road Water Line Project** will be received by the City of Pendleton c/o Tim Simons, Community Development Director, City of Pendleton, 500 SW Dorion Avenue, Pendleton, OR 97801 until **2:30 p.m. local time on the 20th day of May, 2021**, plainly marked "**SW Houtama Road Water Line Project**". All proposals will be publicly opened at 2:00 p.m. local time on the same day in the Community Development Conference Room, 500 SW Dorion Avenue, Pendleton, OR 97801.

A copy of the bid document may be obtained for a **non-refundable fee of \$25.00** from the Engineering Department located at the same address as above or by calling (541) 966-0203. A copy is also available online at www.pendleton.or.us under **Invitations to Bid**. For the nearest location of a review copy, also contact the Engineering Department. **Bid documents will be available until 5:00 p.m. May 17, 2021**. The Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications will apply to all construction work not noted in the Special Specifications. It is the Contractor's responsibility to obtain the latest revisions made to these specifications (latest revisions to City Standard Specifications, January 2001 with minor revisions 2001, 2004, 2005, 2006 and 2012).

All bidders must be prequalified in accordance with the laws of the State of Oregon and all prequalification applications must be submitted to the City by **1:00 p.m. the day before the bid opening**.

The City of Pendleton will not mail notice of Addenda, but will post notice of any Addenda on City's website (www.pendleton.or.us) under Invitations to Bid. Addenda may be downloaded off the City's website and will be faxed or emailed to all bidders who have notified the City to request their firm be placed on the Planholders List. Bidders should frequently check the City's website until bid closing.

Each proposal must be submitted on the prescribed form accompanied by a certified check or bid bond executed on the prescribed form payable to the City of Pendleton, Oregon, in an amount not less than five percent (5%) of the amount of bid.

All bidders must comply with Federal Davis-Bacon and Related Acts and ORS Chapter 279C requirements and pay not less than the higher applicable prevailing wage rates in effect on January 1, 2021, as stated in the [Prevailing Wage Rates for Public Works Contracts in Oregon](#) published by the Oregon Bureau of Labor and Industries ([see www.oregon.gov/boli](http://www.oregon.gov/boli)) as set forth in the General Wage Decision No. OR 86-1 or the applicable Federal Davis-Bacon Wage Decision. Work under this contract is funded by the Federal Safe Drinking Water Revolving Loan Fund through the Oregon Business Development Department and a partnership of local and/or private funds.

The successful bidder will be required to furnish a bond for faithful performance of the contract in the full amount of the contract price. In addition to required performance bonds which may be used for unpaid wages, all contractors and subcontractors working on public works projects subject to the Prevailing Wage Rate law must file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project. {ORS 279C.830(3)(a)} This bond is to be used exclusively for unpaid wages determined to be due by BOLI (see form included in Section 7.00).

Nonresident Bidders: ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." For information about DOR requirements contact:

http://www.oregon.gov/DOR/BUS/contact_us.shtml

The Contractor shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor form. This form is to notify the Public Works Director in writing of the names of the first-tier subcontractors. The disclosure form is attached to the end of the Special Conditions (Section 13.00). If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.

The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers.

The City reserves the right to accept that proposal which is in the best interest of the City of Pendleton, Oregon and to postpone the award of the Contract for a period not to exceed thirty (30) calendar days. The deadline for filing a protest is seven (7) calendar days after the "Notice of Intent" to award has been issued.

Dated this 28th day of April, 2021.



Timothy M Simons, Community Development Director

INFORMATION FOR BIDDERS

City of Pendleton, hereby referred to as Owner, will be completing work with one contract for construction of the **SW Houtama Road Water Line Project**. Funding is fully realized through State Revolving Fund loans for the Houtama Road Project related to completion of water.

Bids are expected to be opened **2:30 pm local time, Thursday, May 20, 2021**. Bid award, with seven (7)-day notice of intent to award declaration, will likely take place on Tuesday, June 1, 2021, at the regularly scheduled City Council meeting

The work to be performed under these separate contract documents consists of furnishing all labor, materials and equipment necessary for the construction of the following:

SW Houtama Road Water Line Project - Installation of 4316 lf of 16" C-905 water main and 37 lf of 6" ductile iron water main and all apparatus', which will include, asphalt cutting/trench zipping, excavation, construction of a 48'x46'x6.5' retention pond with 3:1 sloped sides, rip rap installation, gravel road restoration and removal of old apparatus.

Liquidated Damages:

SW Houtama Water Line shall be constructed and tested no later than **October 29, 2021**. Due to the importance of the coordination to current operating water lines, liquidated damages shall be paid the City of Pendleton, Oregon, at the rate of one percent (1%) per calendar day of the price of the contract work not yet completed for all Bid Items, or \$500 per calendar day, whichever is greater, for work not completed on the water line by **October 29, 2021**.

Standard liquidated damages language for overall project is found in Section 5.00: Bid Proposal and Section 8.00: Contract.

Overall work for SW HOUTAMA ROAD WATER LINE MUST be completed by October 29, 2021, or liquidated damages shall be paid per standard liquidated damages in Section 5.00 and 8.00.

Engineer's estimate: \$977,534.25 (subject to change)

The above information is a general outline of principal features of the work. It does not in any way limit the responsibility of the CONTRACTOR(s) to perform all work and furnish all equipment, labor and materials required by the specifications and drawings. The drawings and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown.

Bidders must submit the following completed documents with their bids by the bid due date (May 20, 2021) and time (2:30 pm) indicated on the Invitation to Bid (Section 1.00) or as stated on any addendum(s) stating otherwise. **Bids MUST contain the following items or the bid may be considered non-responsive:**

- **Safe Drinking Water Revolving Fund (SDWRF) Forms – see Section 2.00**
 - **Six Good-Faith Efforts Form – (with bid) – WILL ACCEPT CWSRF FORM BC-8 IN LIEU OF THIS FORM**
- **Bid Proposal – form signed by company representative having authority to submit bids – see Section 5.00**
- **Bidders Qualifications – see Section 4.00**
- **Bid Bond/Security (5%) in form of certified or cashier's check drawn from an Oregon Bank – see Section 6.00**
- **Acknowledgement of ALL Addenda**
- **Non-Collusion Affidavit (signed by company representative and notarized) – see Section 10.00**
- **First-Tier Subcontractor Disclosure Form – see end of Section 15.00**

Upon award of contract, the **SUCCESSFUL BIDDER** must be prepared to submit the following completed documents within the timeframes noted in red below:

Contract Forms and Submittals Required by City – within 10 business days of effective date of contract

- **Three original signed contracts**
 - **Copy of Statutory Public Works Bond**
 - **Performance and Payment Bond**
 - **Certification of Liability Insurance**
 - **IRS Form W-9**
 - **Construction Schedule**
 - **Schedule of Submittals**
 - **Schedule of Values**
 - **Wage Rate Worksheet** (showing BOLI and Davis-Bacon Rates – highest of two being paid, example attached)
-
-

Safe Drinking Water State Revolving Funds (Business Oregon) Forms –

At Bid Award

- Contractor/Subcontractor Contractor Agreement (for each subcontractor sign @ pre-con mtg)
- Prime/Subcontractor Data Sheet (for each subcontractor sign @ pre-con mtg)
- BOLI Notice – Prevailing Wage Rates (sign @ pre-con mtg)
- Project Wage Rate Worksheet (provide at pre-con mtg or prior to employing persons on project)
- BOLI Certification of Registered Apprentice (if apprentices are used)

During Construction

- Ensure SDWSRF Project Sign is posted prior to start of work
- Certified Payroll Reports (CPR's) (weekly for prime and all subcontractors)
- Federal Statement of Compliance Form
- Request for Authorization of Additional Classification and Rate Sheet/Instructions SF-1444 Form (as needed)
- No Work Performed Notice (provide in lieu of CPR's when no work is performed in a week)
- AIS De-Minimus Tracking and Certifications (during construction)
- Ensure to post Davis Bacon and BOLI Poster and Whistle Blower Poster (fraud, waste & abuse)
- Assist City in filling out Procurement of Disadvantaged Business Enterprises Form (Quarterly)

SAFE DRINKING WATER REVOLVING LOAN FUND
CONTRACT REQUIREMENTS

1. Termination for Cause and for Convenience & Breach of Contract

Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Equal Employment Opportunity

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

3. Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.

4. Whistleblower

Contractor receiving Safe Drinking Water Revolving Loan Fund (SDWRLF) funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

5. Source of Funds

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through the Oregon Business Development Department and a partnership of Local and/or Private Funds.

6. Suspension and Debarment

Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension", and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under "search records".

7. Copeland "Anti-Kickback" Act

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR part 3).

8. Intellectual Property

Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors under this contract, or developed under contract with the Contractor specifically to fulfill Contractor's obligations related to this contract.

9. Inspections; Information

Contractor shall permit, and cause its subcontractors to allow the City of Pendleton, the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.

- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

10. Disadvantaged Business Enterprises

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Section 4.1 of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file on Disadvantaged Business Enterprises. Recipient will maintain documentation in a Project file and submit required forms, as described in Section 4.1 of the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. If the Loan exceeds \$250,000, Recipient agrees to apply the current regional fair share objectives.

Recipient will ensure that each procurement contract (prime plus all subcontractor contracts) includes the following terms and conditions:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. If the Loan exceeds \$250,000, Recipient agrees to apply the current regional fair share objectives.

(See attached DBE Six Good Faith Efforts and Form)

11. American Iron Steel

The Contractor acknowledges to and for the benefit of the City of Pendleton (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or

State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

12. Federal Labor Standards

Prevailing Wage Requirements:

Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage "Prevailing Wage Rate for Public Works Contracts in Oregon" or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Oregon Business Development Department. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours.

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii) (A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA Davis-Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA David-Bacon Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub

recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. Contract Provision for Contracts in Excess of \$100,000.

(A) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (A)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (B) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

14. Compliance Verification

- (A) The sub recipient shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (B) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

- (C) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (D) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (E) Sub recipients must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

15. Environmental and Natural Resource Laws

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

16. Prohibition on the Use of Federal Funds for Lobbying

Certification Regarding Lobbying form follows for any contracts in excess of \$100,000.

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.
- (2) 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 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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.

Signed _____
Title _____
Date _____

Six Good-Faith Efforts

Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal “Fair Share Program,” for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award.

Documentation demonstrating that these six good faith efforts have been taken must be included and maintained in the water system’s project files. Likewise, once a **contractor** has been selected by the water system, that contractor must adhere to the following six good-faith efforts in soliciting its subcontractors:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. (Note: The acronym DBE used throughout this document is a global term for Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs).
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Utilize the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take these six good-faith efforts in subcontracting with Disadvantaged Business Enterprises for any subcontract that they let.

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency.

The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

- Office of Minority, Women and Emerging Small Business (OMWESB) Directory of Certified Firms at <http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>
- Federal System for Award Management at <https://www.sam.gov>
- Minority Business Development Agency, US Dept. of Commerce at www.commerce.gov/os/ogc/minority-business-development-agency
- EPA’s Office of Small Business Programs at www.epa.gov/osbp/
- Oregon Office of Economic & Business Equity at <https://dasapp.oregon.gov/statephonebook/display.asp?agency=12100&division=12103>
- U.S. Department of Transportation at www.dot.gov/osdbu/disadvantaged-business-enterprise

Prevention of Unfair Practices

Finally, there are a number of provisions designed to prevent unfair practices that may adversely affect DBEs that are now required of the prime contractor for every SDWRLF funded project:

- A SDWRLF loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment.
- A SDWRLF loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the SDWRLF loan recipient must require the prime contractor to employ the Six Good-Faith Efforts if soliciting a replacement subcontractor.
- A SDWRLF loan recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

Forms Associated with the Contract Administration Provisions

EPA Form 6100-2 – DBE program Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have.

EPA Form 6100-3 – DBE Program Subcontractor Performance Form. This form captures an intended subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime.

EPA Form 6100-4 – DBE Program Subcontractor Utilization Form. This form captures the prime’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract

Form	Requirement	Provided by	Completed by	Submitted to
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractor	DBE Subcontractors	EPA DBE Coordinator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractor	DBE Subcontractors	Recipient as part of bid or proposal package
EPA Form 6100-4	Recipients required to have prime contractors provide form to Subcontractors	Recipient	Prime Contractor	Recipient as part of bid or proposal package

Project Name _____ Bid Opening Date _____

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

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

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

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

Bidder's Authorized Representative (PRINT)

Bidder's Authorized Representative (SIGN)

Date

Name of Contractor (Company Name)

PART I

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

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

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

Additional sheets may be used by copying this form.
Bidder must sign each additional sheet to certify its content and completion of form.

PART II

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

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



State of Oregon Department of Environmental Quality
**Good Faith Efforts, Contract
 Administration and Contract Language**
Regional Project Officer

This form must be completed by the loan recipient, prime contractor and any subcontractor who will further subcontract on the Clean Water State Revolving Fund project within the scope of the loan. All boxes in this attachment must be initialed and the bottom signed.

- One completed attachment for the prime contractor must be submitted as part of the bid/proposal to the loan recipient.
- One completed attachment for each subcontractor who will further subcontract must be submitted before the contract award.
- A copy of those must be included in the contract copy to DEQ, along with one attachment initialed and signed by the loan recipient.

DBE certification

All Minority Business Enterprises and Woman Business Enterprises must be certified by Oregon's [Office of Minority, Women and Emerging Small Businesses](#) or by the state in which they are located. This office administers the Disadvantaged Business Enterprise, Minority Business Enterprise/Women Business Enterprise, and Emerging Small Business programs.

Good Faith Efforts

The good faith efforts are required methods to ensure that all DBEs have the opportunity to compete for procurements funded by the Clean Water State Revolving Fund. The loan recipient and their prime contractor are required to:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they're potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the federal Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and the state Office of Minority, Women and Emerging Small Business.
6. If the prime contractor awards subcontracts, require the prime contractor to take steps one through five above.
7. **Native American provisions 40 CFR, Section 33.304**
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the recipient must follow the six good faith efforts.

Contract administration

_____ The Loan Recipient must require its prime contractor to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

_____ If a DBE subcontractor fails to complete work under the subcontract for any reason, the Loan Recipient must require the prime contractor to employ the six good faith efforts if soliciting a replacement subcontractor.

_____ The Loan Recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Loan Recipient.

_____ The Loan Recipient must require written notification from its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

_____ Specific contract language

All contracts between the Loan Recipient and prime contractor, and prime contractor and subcontractors must include the following statement required by 40 CFR Part 33:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

BC8

The undersigned has initialed the items above and understands the resulting responsibility for each item.

Signature

Date

Title

Company

Accessibility

Alternative formats DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.

SAFE DRINKING WATER REVOLVING LOAN FUND
CONTRACT CLAUSES

1. Source of Funds

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund (SDWRLF) through the Oregon Business Development Department and a partnership of Local and/or Private Funds.

2. Whistleblower

Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

3. Non Discrimination

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

4. Termination for Cause and for Convenience & Breach of Contract

Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5. Intellectual Property

Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project.

6. Inspections; Information

Contractor shall permit, and cause its subcontractors to allow City of Pendleton, the State of Oregon, the federal government and any party designated by them to:

- (1) Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- (2) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (3) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project. Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

7. Environmental and Natural Resource Laws

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

8. Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.

9. Prohibition on the Use of Federal Funds for Lobbying

Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000.

PREQUALIFICATION

PUBLIC WORKS DEPARTMENT
CITY OF PENDLETON
PENDLETON, OREGON

Oregon Law requires a statement as to financial ability, equipment and experience to be completed and submitted by prospective contractors bidding on contracts for public improvements, the estimated cost of which is \$10,000 or over. No contractor is eligible to bid until this statement has been submitted.

The City of Pendleton no longer accepts a copy of a bidder's approved Oregon Department of Transportation's prequalification application or approval letter. The City requires their own application to be completed and filed with the City Engineering Department. All prequalifications must be submitted to the City by **1:00 p.m. the day before the bid opening.**

Upon request, this application is available to you through this office at 541 966-0203 or online at www.pendleton.or.us for your use in prequalification for this work.

PROPOSAL

Honorable Mayor and City Council
City Hall
Pendleton, Oregon 97801

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, but it is made without collusion with any official or employee of the City of Pendleton, Oregon, and that the Proposal is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements, and he has personally inspected the site, and he has satisfied himself as to the quantities of the materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereto attached and are hereby made a part of this Proposal.

The Bidder agrees that if this Proposal is accepted, he will, within ten (10) calendar days after notification of acceptance, execute the Contract with the City of Pendleton, Oregon, in the form of Contract annexed thereto, and will, at the time of execution of the Contract, deliver to the City of Pendleton, the Performance Bond required herein, and will to the extent of his Proposal, furnish all machinery, tools, and apparatus and other means of construction and do all the work and furnish all the materials necessary to complete the work in the manner and in the time and according to the methods as specified in the Contract Documents and required by the Engineer there under.

The Bidder agrees to complete the work identified for each schedule of work at the option of the City of Pendleton. The City, at its sole discretion, will identify and select the schedules of work that best fit the City's budget for this work.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid the City of Pendleton, Oregon, at the rate of one percent (1%) per calendar day of the price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater, for work not completed **by October 29, 2021**. Sundays and legal holidays shall be excluded in determining days of default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The Contract will be awarded based on bids. City reserves the right to award or reject the bids that are in the best interest of the City.

Bidders must submit the following completed documents with their bids by the bid due date **(May 20, 2021)** and time indicated on the Invitation to Bid (Section 1.00) or as stated on any addendum(s) stating otherwise. **Bids not containing the following items may be considered non-responsive:**

- Bid Proposal form (dated and signed by company representative having authority to submit bids)
- Bid Security
- Acknowledgement of all Addenda
- Non-Collusion Affidavit (signed by company representative and notarized) (see Section 10.00)
- DBE Commitment Certification and Utilization form (see Section 2.00)

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in this Contract Document:

- Prequalification must be submitted by 1:00 p.m. the day before the bid opening date (bid opening May 20, 2021)
- A bid amount shall be submitted in the appropriate place for each Schedule for which a Bid is being submitted.
- Bidders shall use only the Bid Proposal form provided in this Contract Document. All blank spaces in the Bid Proposal form must be filled in completely where required. No changes shall be made in the phraseology of the forms.
- The Bid Proposal form may be submitted separately from the remainder of these Contract Documents. It must be submitted in a sealed envelope and marked clearly to indicate its contents without being opened.
- The Bidder shall acknowledge receipt of all Addenda to the Bid. Bids received without acknowledgement or without the Addenda enclosed may be considered nonconforming. Notice of Addenda will not be mailed but will be posted on City's website (www.pendleton.or.us) under Invitations to Bid. Addenda may be downloaded off website and will be faxed or emailed to all bidders who have notified City to request their firm be placed on the Planholders list. Bidders should frequently check City's website until bid closing.
- Any taxes required by the laws and statutes of the State of Oregon and its political subdivisions shall be paid by the Contractor.
- Owner will pay all permit expenses with the exception of temporary permits related to construction work. The successful Bidder must pay all temporary permit expenses.
- All Bids must be submitted no later than the prescribed time, place, and manner set forth in the Contract Documents.
- Bids without sufficient data to provide a complete evaluation may not be considered.
- Any Bidder may modify its Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of the Bids, provided the Owner receives such communication prior to the closing time. The telegraphic or written communication should not reveal the Bid Amount; however, it should state the addition, subtraction, or other modification so that the final amount or terms will not be known to the Owner until the sealed Bid is opened.
- Bids cannot be modified at any time following the deadline for receipt of the Bids.
- **Bids must be accompanied by a certified or cashier check drawn from an Oregon Bank in good standing, or banks doing business in Oregon in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted.** This check or Bid Bond shall be given as guarantee that if awarded the Contract, the successful Bidder will execute the Contract within the time specified. See Standard Specifications for the City of Pendleton – Section 1:06 – Bid Security for more information.
- **Non-Collusion Affidavit must be submitted with the Bid; otherwise, the Bid may be considered non-responsive. (See Section 10.00)**
- **First-Tier Subcontractor Disclosure Form must be submitted by the date and time designated in the Invitation to Bid. This Form must be submitted separately for each Schedule, even if there are no Subcontractors that need to be disclosed; otherwise, the Bid will be considered non-responsive. See Special Conditions (Section 13.00) for more information and a copy of the Disclosure Form.**

The Owner will make the award of work based on the best interests of the City of Pendleton. The Owner also reserves the right to reject any or all Bids and to postpone the award of the work for a period not to exceed thirty (30) calendar days with time extensions for completion date. The Owner, at its sole discretion, reserves the right to select the Bid(s) most beneficial to the City of Pendleton.

SW HOUTAMA ROAD WATER LINE PROJECT

Time of Completion: **No later than October 29, 2021**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Item with Unit Price Bid</u>	<u>Unit Price</u>	<u>Extended Total</u>
1.	LS	Mobilization	_____	_____
2.	LS	Traffic control	_____	_____
3.	100 CY	Rock excavation	_____	_____
4.	1054 LF	Asphalt saw cutting/Trench zipping	_____	_____
5.	4316 LF	16" C-905 water main, installed	_____	_____
6.	37 LF	6" Ductile Iron water main, installed	_____	_____
7.	11 EA	16" gate valve (FLG x MJ)	_____	_____
8.	2 EA	8" gate valve (FLG x MJ)	_____	_____
9.	3 EA	6" gate valve (FLG x MJ)	_____	_____
10.	1 EA	16" x 16" x 16" tee (FLG x FLG x FLG)	_____	_____
11.	2 EA	16" x 8" x 16" tee (FLG x FLG x FLG)	_____	_____
12.	3 EA	16" x 6" x 16" tee (FLG x FLG x FLG)	_____	_____
13.	3 EA	16" 45 Degree Elbow (MJ x MJ)	_____	_____
14.	1 EA	16" 22.5 Degree Elbow (MJ x MJ)	_____	_____
15.	2 EA	16" 11.25 Degree Elbow (MJ x MJ)	_____	_____
16.	2 EA	16" Cap (FLG)	_____	_____
17.	1 EA	Remove 16" Butterfly Valve	_____	_____

18.	1 EA	Remove 8" Butterfly Valve	_____	_____
19.	1 EA	Remove 16" x 8" x 16" tee	_____	_____
20.	1 EA	Remove 8" Cap	_____	_____
21.	1 EA	Install Air Release Valve (Street Located) With Manhole Vault	_____	_____
22.	3 EA	Install Standard fire hydrant assembly	_____	_____
23.	1 EA	1" Water service reconnection item	_____	_____
24.	586 SY	Asphalt patching	_____	_____
25.	540 CY	Gravel Road Restoration	_____	_____
26.	79.2 CY	Construct 48'x46'x6.5' Pond with 3:1 Slope	_____	_____
27.	93.3 LF	Install 12" Corrugated HDPE Double Walled Smooth Interior Culvert	_____	_____
28.	5 CY	Class 50 Rip Rap	_____	_____

TOTAL BID AMOUNT: _____

TOTAL BID AMOUNT: _____

GRAND TOTAL BID AMOUNT: _____

It is agreed that if the Bidder is awarded the Contract for the work proposed herein, and shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) days after the receipt of the Notification of Acceptance of his Bid Proposal, then, in that case, the bid security deposited herewith by the said Bidder, according to the conditions of the Request for Proposals and the Information for Bidders, shall be retained by the City of Pendleton, Oregon, in accordance with the terms of the Bond as specified in the Information for Bidders.

The Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number: _____

Addendum Date: _____

The name of the Bidder who is submitting this Proposal is _____

doing business at _____
(Street) (City) (State) (Zip)

which is the address to which all communication concerned with this Proposal and with the Contract shall be sent.

The name of the principal officers of the corporation submitting this Proposal, of the partnership, or of all persons interested in this Proposal as principals are as follows:

Print Name

Print Name

Signature

Signature

Dated this _____ day of _____, 2021.

Signature of Bidder

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Surety, are hereby held and
firmly bound unto _____ as OWNER in the
penal sum of _____ for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Pendleton a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing for the **SW Houtama Road Water Line Project**.

NOW THEREFORE,

- (A) If said BID shall be rejected, or
- (B) If said BID is accepted and the Principal executes and delivers contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and furnishes a BOND for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and in all other respects perform the agreement created by the Acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal L.S.

Surety

By: _____
Attorney-in-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Construction Contractors Board

PO Box 14140
Salem OR 97309-5052
Telephone: 503-378-4621
Fax: 503-373-2007
Web Address: www.oregon.gov/ccb

For CCB Use Only:

File No. _____

Non-Construction Company Filing STATUTORY PUBLIC WORKS BOND with CCB

ORS 279C.836 requires that all public works contractors working on qualifying public works projects, with a contract price that exceeds \$100,000, file a \$30,000 public works bond with the Construction Contractors Board (CCB). This includes construction companies that are licensed and non-construction companies that are not required to be licensed with the CCB.

If you are already licensed with the CCB, you do not need to complete this form. Please send your \$30,000 public works bond directly to the CCB with your license number on it.

If you are a non-construction company that is NOT required to be licensed with the CCB, please complete this information below and submit it with your \$30,000 public works bond. This will be used to help the CCB properly store and display your information on-line.

Type of Business Entity:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> LLC	<input type="checkbox"/> LP	<input type="checkbox"/> LLP	<input type="checkbox"/> Trust
Oregon Corporation Division Registry No. <i>(if applicable)</i> _____			
Name of Business Entity: _____			
Business Address: _____			
Telephone No: (____) _____		Email: _____	
Type of Work This Company Performs: _____			

I certify that the aforementioned independent contracting business does not perform work subject to ORS 701 and is NOT required to be licensed with CCB.	
_____ Name of Individual Filling Out This Form <i>(Please Print)</i>	_____ Title/Position <i>(Please Print)</i>
_____ Signature	_____ Date

Contract No. _____

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between the City of Pendleton, Oregon, a municipal corporation hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

WITNESSETH:

Said Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, and labor for the construction of **SW Houtama Road Water Line Project.**

Contract Documents shall be referred to as Invitation to Bid, Safe Drinking Water Revolving Loan Fund Contract Requirements and Clauses, Prequalification, Bid Proposal, Bid Bond, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance/Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Special Specifications, U.S. Department of Labor – Davis-Bacon Wage Rates, Prevailing Wage Rates for Public Works Contracts in Oregon, Inadvertent Discovery Plan for Cultural Resources, Drawings and the contents of the latest revision of the Oregon Standards Specifications for Construction (ODOT/APWA), excluding Sections 00100 and 00745.95 and the City of Pendleton Standard Specifications, and are all hereby made a part of this Contract by specific reference as fully and completely as if the same were fully set forth herein.

In the consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Public Works Director (PWD) and to his satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the proposals as determined by the Contract Documents, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the acceptance by the Owner.

It is agreed that the time limit for the completion of the Contract, based upon the Proposal, is **no later than October 29, 2021.**

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate of one percent (1%) per calendar day of the total price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater. Sundays and legal holidays excluded in determining days of default.

The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribe the same this ____ day of _____, 2021.

CITY OF PENDLETON

By _____
J.H. Turner, Mayor

By _____
A.F. Denton, City Recorder

(Contractor)

By _____
(Signature)

Title: _____

Approved as to Form: _____
Nancy Kerns, City Attorney

Contractor's Registration # _____

Contractor's Tax Identification # _____

ASSIGNMENT OF ANTITRUST RIGHTS

By entering into a contract, the Contractor, for consideration paid to the Contractor under the contract, does irrevocably assign to the City of Pendleton any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to further assign any claim for relief or consideration and to control any such litigation on such claim for relief or counsel action, by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Pendleton, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to further assess any claim for relief or Counsel action and to control any litigation arising there under, in connection with any goods or services provided to the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Pendleton. It is an express obligation of the Contractor to advise the City of Pendleton of Oregon:

1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
2. Immediately upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
3. The date on which it notified the obligator(s) of any such claims for relief or cause of action of the fact of its assignment to the City of Pendleton.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay to the City of Pendleton its proportionate share thereof, if any, assigned to the State hereunder.

NON-COLLUSION AFFIDAVIT

- 1) This Non-Collusion Affidavit is material to any Contract awarded pursuant to the bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon the finding by the agency that it is in the public interest to do so (ORS 279.035). This public contracting agency finds that it is in the public interest to require the completion of this Affidavit by potential Contractors.
- 2) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision for price(s) and the amount(s) quoted in the bid.
- 3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the bid.
- 4) In the case of a bid submitted by joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bid process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

STATE OF _____)
)
County of _____)

I state that I am _____, _____
Print/Type – Name Print/Type – Position Title with Firm/Company
representing _____
Print/Type – Name of Firm/Company

and that I am authorized to make this Affidavit on behalf of my Firm/Company, and its owners, directors, and/or officers. I am the person responsible in my Firm/Company for the price(s) and the amount(s) provided in this Proposal.

I state that:

- 1) The price(s) and the amount(s) provided in 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 the attached appendix to this Non-Collusion Affidavit.
- 2) Neither the price(s) nor the amount(s) provided in this bid, and neither the approximate price(s) nor approximate amount(s) provided in this bid, have been disclosed to any other Firm/Company or person who is a Bidder or potential Bidder, and they will not be disclosed before the bid opening.
- 3) No attempt has been made or will be made to induce any Firm/Company or person to refrain from Bidding on this contract, or to submit a bid with price(s) and/or amount(s) higher than this bid, or submit any intentionally high or noncompetitive price(s) and/or amount(s) in a bid or other form of complementary bid.
- 4) The price(s) and/or amount(s) provided in this bid on behalf of my Firm/Company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Firm/Company or person to submit a complementary or other non-competitive bid.
- 5) My Firm/Company, its affiliates, subsidiaries, officers, directors, and/or employees are not currently under investigation by a governmental agency. They 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 the attached appendix to this Non-Collusion Affidavit.

I state that my Firm/Company understands and acknowledges that the representations are material and important and will be relied on by the City of Pendleton in awarding the Contract(s) for which this Bid is submitted.

I understand, and my Firm/Company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Pendleton of the true facts relating to the submission of the Bid for this Contract(s).

Signature – Name

This instrument was acknowledged before me this _____ day of _____, 2021.

Notary Public for _____

My Commission Expires: _____

PERFORMANCE/PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(The official name, form of organization, and address of the Contractor, and, if partnership, name of partners.)

as Principal, and _____
(Name and Address of the Surety)

_____, a corporation, duly authorized to do a general surety business in the State of Oregon as Surety, are jointly and severally held and bound unto City of Pendleton in the sum of _____
(the basic contract price, in words and figures)

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

THE CONDITIONS OF THIS BOND ARE SUCH THAT

WHEREAS _____ the Principal herein on the _____ day of _____, 2021, entered into a Contract with the City of Pendleton, the obligee herein, which Contract consists of:

Invitation to Bid, Safe Drinking Water Revolving Loan Fund Contract Requirements and Clauses, Prequalification, Bid Proposal, Bid Bond, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance/Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Special Specifications, U.S. Department of Labor – Davis-Bacon Wage Rates, Prevailing Wage Rates for Public Works Contracts in Oregon, Inadvertent Discovery Plan for Cultural Resources, Drawings, Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications

All as hereto attached and made a part hereof, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all material in accordance with all the terms and conditions set forth in said Contract Documents; and promptly to make payment for all labor, services, and material and pay sums due the City of Pendleton and the United States required to be paid by employers and to save harmless the obligee from any claims for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, state and national.

NOW THEREFORE, if said Principal herein shall promptly pay all persons, furnishing labor, services, material or insurance to said Principal, or to his subcontractors, or to their assigns, on or about said work; and shall save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages of injury to property or persons arising by reason of said work; and shall in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all material and things as by them in said contract undertaken, and as by law, state, and federal prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

(a) All material, workmen, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies, or provisions for carrying on such work shall have a direct right of action against the Principal and Surety on this bond, second only to the right of the Obligee under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all persons, firms, or corporations having claims hereunder shall have the right to be made a party to such proceeding (but not later than six months after the complete performance of said contract and final settlement and judgment rendered thereon).

(b) In no event shall the Surety be liable for a greater sum than the amount of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than twelve (12) months after the complete performance of said contract and final settlement thereof.

(c) Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications and accompanying the same shall in any way affect its obligations on this bond. It does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____ this _____ day of _____, 2021.

_____(SEAL)

_____(SEAL)

_____(SEAL)
(Principal)

WITNESSES:

_____(SEAL)

_____(SEAL)

COUNTERSIGNED:

BY: _____
(Resident Agent)

ISSUE DATE _____

CERTIFICATE OF INSURANCE

This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, or any expiration or of any cancellation of the below described policies not less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 S. W. Dorion Avenue, Pendleton, Oregon 97801.

Insured	COMPANIES AFFORDING COVERAGE	
	Company Letter A	_____
	Company Letter B	_____
	Company Letter C	_____
	Company Letter D	_____
	Company Letter E	_____

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES EXCEPT WHERE, A CONTRACT BETWEEN THE INSURED AND THE CITY OF PENDLETON REQUIRES OTHERWISE.

TYPE OF INSURANCE (Check One)	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMITS IN THOUSANDS	
				EACH OCCURRENCE	AGGREGATE

<input type="checkbox"/> Claims Made					
<input type="checkbox"/> Occurrence					
GENERAL LIABILITY				BODILY INJURY	\$
<input type="checkbox"/> COMPREHENSIVE FORM					\$
<input type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND					
<input type="checkbox"/> EXPLOSION & COLLAPSE				PROPERTY DAMAGE	\$
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL					
<input type="checkbox"/> INDEPENDENT CONTRACTORS				BI & PD COMBINED	\$
<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
<input type="checkbox"/> PERSONAL INJURY				PERSONAL INJ.	\$

AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/> ANY AUTO					
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)					
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/> GARAGE LIABILITY					
				BI & PD COMBINED	\$

EXCESS LIABILITY				BI & PD COMBINED	\$
<input type="checkbox"/> UMBRELLA FORM					
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
				\$	(each accident)
				\$	(disease policy limit)
				\$	(disease-each employee)

OTHER _____

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS _____

SPECIAL INSTRUCTIONS INDICATE WITH RESPECT TO EACH OF THE GENERAL CATEGORIES OF INSURANCE, IE. GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY AND THE LIKE, WHETHER OR NOT THEY COVER THE BOXES ABOVE. SPECIFICALLY, THE CITY WANTS TO KNOW WHETHER BY CHECKING ONE OF THE BROAD COVERAGES ALL THE COVERAGES LISTED ARE ALSO INCLUDED. IN ADDITION, WITH RESPECT TO AGGREGATE LIMITS PLEASE INDICATE WHETHER THE AGGREGATES ARE FOR ONE OCCURRENCE OR AGGREGATE DURING THE LIFE OF THE POLICY WITH RESPECT TO EACH.

CERTIFICATE HOLDER _____ **CANCELLATION**
 This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, of any expiration, of any cancellation of the below described policies not less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 SW Dorion Avenue, Pendleton, OR 97801.

AUTHORIZED REPRESENTATIVE _____

SPECIAL CONDITIONS

1. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the Contract.
2. The Contractor shall provide workers' compensation insurance coverage for all individuals, others than those exempt under ORS 656.027, who perform labor under the Contract before labor under the Contract commences. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the Contract.

A copy of each insurance policy, or certificate thereof, issued by a responsible and solvent insurance corporation or association authorized to issue such policy or policies under the laws of the State of Oregon shall be delivered to the City within a reasonable period of time after the same is issued by the company or companies or associations issuing such policy or policies. All said policies or certificates shall provide for a minimum of thirty (30) days notice to the City in the event of cancellation or material change in the terms.

3. The Contractor will not permit any lien or claim to be filed or prosecuted against the City on account of any material or labor furnished to the Contractor.
4. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
5. The Contractor shall demonstrate that an employee drug testing program is in place.
6. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim shall become due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim. (ORS 279C.515)
7. **The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Community Development Director in writing of the names of the first-tier subcontractors on the disclosure form attached to the end of these Special Conditions. If no subcontractors need to be disclosed, enter "NONE" on the form and submit it. Submission of the first-tier subcontractors disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370).**

8. In addition to required performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law, shall file a \$30,000 Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. **(See forms included in Section 5.00)** This bond applies to ALL CCB licensed and non-CCB licensed subcontractors. Contractors must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the CCB and must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a project, unless exempt. For more information regarding this requirement, contact the Construction Contractors Board at (503) 378-4621.

9. If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receipt of payment from the public contracting agency or a contractor, the Contractor or first-tier subcontractor shall owe the

person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due is nine percent per annum. The amount of interest may not be waived.

10. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract shall contain a clause setting forth this requirement.

11. If requested in writing by a first-tier subcontractor, the Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to the public contracting agency or pay document provided by the public contracting agency to the Contractor specifically related to any labor or materials supplied by the first-tier subcontractor.

12. Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and

(C) For all work performed on Saturday and on the following legal holidays:

(i) Each Sunday.

(ii) New Year's Day on January 1.

(iii) Memorial Day on the last Monday in May.

(iv) Independence Day on July 4.

(v) Labor Day on the first Monday in September.

(vi) Thanksgiving Day on the fourth Thursday in November.

(vii) Christmas Day on December 25.

(D) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as a legal holiday. (ORS 279C.540)

(E) The Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (ORS 279C.520)

13. Contractor must promptly pay for an employee's medical services Contractor has agreed to pay. (ORS 279C.530)

14. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C. The existing prevailing wage rates in effect on January 1, 2021, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at www.oregon.gov/boli or upon request by calling (971) 673-0839.

If a project begins with a total project cost under \$50,000, but change orders increase the project cost to more than \$50,000, the entire project will be subject to the prevailing wage rate law, including all work already performed on the project. (OAR 839-025-0100(1)(a))

15. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or pay for such service.

16. Any and all employees of Contractor or his contractors while engaged or performing any work or services required by him under this agreement shall be considered his employees only and not employees of the City and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged in any and all claims made by third parties as a consequence of any act or omission on the part of him or his employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation responsibility of Contractor and/or his contractors. The parties to this agreement recognize that Contractor and his employees, officers, agents and subcontractors are providing professional services as independent contractors and are not providing services as employees of the City and are therefore not entitled to the benefits provided by the City to his employees, including but not limited to Workers' Compensation benefits, group health insurance, social security, pension plans, or any other benefit accruing to City's employees. Contractor hereby agrees to hold the City harmless from, and shall process and defend at his own expense, all claims, demands, or suits of whatever nature, brought against him arising from his performance under this agreement. Contractor shall advise his officers, agents, employees and subcontractors of this provision.

17. The Contractor shall keep himself informed and at all times comply with any ordinance, laws, and regulations dealing with the preservation of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following are a list of agencies that may have enacted ordinances or regulations dealing with the preservation and environmental pollution and the preservation of natural resources:

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development,
Department of Solar Energy and Energy
Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Mineral Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Occupational Safety and Health Administration
Mine Safety and Health Administration
Transportation, Department of
Coast Guard
Water Resources Council

State Agencies:

Administrative Services, Department of
Dept of Agriculture
Department of Consumer & Business Services,
State of Oregon
Occupational Safety & Health Division
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Health Division
Historic Preservation Office
Human Resources, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Transportation, Department of
Water Resources Department

Local Agencies:

City of Pendleton City Council
Umatilla County Commissioners
Board of Port of Umatilla
Fire Protection Districts
City of Pendleton Planning Commission
Umatilla County Planning Commission
Confederated Tribes of the Umatilla Indian
Reservation

18. Liability and Indemnity:

a. Indemnification. Contractor shall indemnify, hold harmless and defend City and its officers, agents and employees from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any negligent activity of Contractor in the execution of this Contract. City shall have no liability to Contractor for any injury, loss, or damage caused by Contractor or third parties.

b. Public Liability and Property Damage Insurance. Before beginning execution of the Contract, Contractor shall maintain public liability insurance against death or injury to person, or damage to property, during the life of this Contract at Contractor's cost; said insurance shall be in such form so as to protect both Contractor and City from all claims expressed or implied as above provided, and in the following amounts:

- 1) Public Liability Insurance not less than \$1,000,000 for injuries to any one person, including accidental death and not less than \$1,000,000 for any one accident.
- 2) Property Damage Insurance not less than \$1,000,000 for any one accident.

The Contractor's Public Liability and Property Damage Insurance shall adequately provide the primary coverage on all claims arising out of the performance of the Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities. Such insurance shall protect Contractor against the claims on account of the obligations assumed by Contractor under this Contract and shall name City and its officers, agents and employees as additional insured.

The above-mentioned proof shall be in the form of a copy of the policy and all appropriate riders with the City being named as a co-insured on all policies and provide for thirty (30) days written notice of any change or cancellation to City before Contractor begins execution of the Contract.

19. No bid for construction will be received or considered by the City unless the bidder is registered with the Construction Contractors Board as required by ORS Chapter 701 or the State Landscape Contractors Board as required by ORS 672.530. In addition, the contractor and subcontractors must obtain a City of Pendleton Business License as follows:

a. Any contractor or subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must obtain a City of Pendleton Business License or comply with the alternative in paragraph 19.c. below.

b. The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.

c. A prime contractor engaged in a construction project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.

20. The Oregon Government Standards and Practices laws may apply to Contractor. ORS 244.040(1)(a) prohibits any government officer, employee, or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. For further information on this matter contact the Oregon Government Standards and Practices Commission; 100 High Street SE, Suite 220; Salem, Oregon 97310; phone 503/378-5105.

21. Contractor certifies that:

- a. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the right of City to specify the desired results;
- b. Contractor is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local governmental ordinances;
- c. Contractor furnishes the tools or equipment necessary for performance of the contracted labor or services;
- d. Contractor has the authority to hire and fire employees to perform the labor or services;
- e. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of a periodic retainer;
- f. Contractor is registered under ORS chapter 701 (Construction Contractors), if Contractor provides labor or services for which such registration is required;
- g. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the contractor performed labor or services as an independent contractor in the previous year; and
- h. Contractor represents to the public that the Contractor is an independently established business. Except where Contractor files a Schedule F as part of the personal income tax return and the Contractor performs farm labor or services that are reportable on Schedule C, Contractor is considered to be engaged in an independently established business when four or more of the following circumstances exist:

[Initial those that apply]

- i ___ The labor or services are primarily carried out at a location that is separate from the residence of Contractor or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ii ___ Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the Contractor has a trade association membership;
- iii ___ Telephone listing and service are used for the business that is separate from the personal residence listing and service used by Contractor;
- iv ___ Labor or services are performed only pursuant to written Contracts;
- v ___ Labor or services are performed for two or more different persons within a period of one year; or
- vi ___ Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services provided.

22. If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.

23. This agreement and the parties rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.

24. Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Work may extend beyond this time period with prior written permission from the City. The Contractor shall notify the City forty-eight (48) hours in advance of time work will be performed on Saturdays, Sundays or Holidays or other than normal working hours.

Per Ordinance No. 2287, no work that produces dust or flying debris shall be performed or equipment utilized that produces noise of sufficient volume to disturb the sleep or repose of occupants of neighboring property between the hours of 6:00 p.m. and 7:00 a.m. without express written permission from the City.

25. The Contractor shall plan, coordinate and be responsible for all construction work and proceed with

minimum interference to the operation of any existing facilities or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.

26. The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.

27. The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.

28. All existing features including, but not limited to, roadways, driveways/easements, structures, lots, curbs, sidewalks, fences, walls, plantings, ditches, mailboxes, signs, piping and utilities disturbed during construction shall be restored to "AS GOOD or BETTER" than original condition unless otherwise specified in the plans/specifications. If a utility is damaged during construction, the contractor shall contact owner of the utility for inspection of damage prior to repairs. Contractor shall repair all utility services damaged during construction and such repair shall be considered incidental.

29. Recovery of Costs:

As work on the Contract progresses, the City shall upon request, inform the Contractor of all accrued costs. If punch list items are not completed after the 12-month period following substantial completion, the City will retain the remaining retainage and consider the Contract closed. The City will complete the punch list items and any cost above the remaining retainage withheld will be sought by placing a lien against the Contractor's bond.

30. Final Payment:

Upon completion of the work, Contractor shall notify City in writing that they have completed their part of the Contract and shall request Final Payment. Final Payment or any part of the retained percentage will be withheld upon the option of the City until the Contractor submits to the City an Affidavit Certifying Contractor Payment for Labor, Services and Materials, Compliance with Labor Provisions and Contractor's Acceptance of Final Payment. (see Affidavit attached to end of this Section)

31. Oregon's Reciprocal Preference Law:

ORS 279A.120 requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

ORS 279A.120(2) states: For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

The Department of Administrative Services (DAS), State Procurement Office has gathered information on preference laws of all states. Contact the Procurement Office with any questions at (503) 378-4642.

32. In-State Tie-Bid Awards:

All state and local contracting agencies shall give preference to in-state offerors if their offers are the same as nonresident offerors.

33. Nonresident Bidders:

ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." (See form attached to the end of these Special Conditions)

To view ORS 279A.120, visit: www.oregonlegislature.gov

For information about DOR requirements, visit: www.oregon.gov/DOR.

34. Damage of existing structure:

When the existing structure or facility, which is intended to remain, is damaged by the Contractor during demolition or construction, the Contractor shall promptly repair and replace the damaged portion of the facility at no cost to the City.

35. Street closures and notifications:

Streets may be closed as approved by City of Pendleton on a case-by-case basis. Contractor will be responsible for all necessary signing and public notification and will give a minimum forty-eight (48) hours advance notification to the City and all residents and businesses along a street scheduled for reconstruction. Overall schedule must be submitted to and approved by City five (5) days prior to commencing work. City will publish schedule with local media to help with public notification

Public notification by the Contractor must also be sent to the following:

- Mid Columbia Bus Company
- Kayak Public Transit
- Let 'er Bus Transit
- Umatilla County Dispatch
- Police Chief
- Fire Chief

Contact information for the above will be provided by the City at the pre-construction meeting.

DATED: _____, 2021

Contractor: _____

By: _____

**CITY OF PENDLETON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

Project Name: SW Houtama Road Water Line Project
 Bid Closing Date: May 20, 2021 Time: 2:30 p.m.
 Disclosure Deadline Date: May 20, 2021 Time: 4:30 p.m.

THIS DISCLOSURE FORM MUST BE SUBMITTED to the City of Pendleton at the location specified and in accordance with the date and time in the Advertisement for Bids. A separate form must be submitted for each Schedule. If necessary, use additional forms to satisfy the Disclosure requirements.

The contracting agency will insert "N/A" if the contract value is not anticipated to exceed \$100,000, otherwise, this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the Disclosure Deadline stated above.

List below the NAME, ADDRESS, DOLLAR VALUE, CONSTRUCTION CONTRACTOR BOARD (CCB) NUMBER, CONTACT NAME and TELEPHONE NUMBER of each Subcontractor that will be furnishing labor and/or materials that are required to be disclosed in accordance with ORS 279C.370.

ENTER "NONE" IF THERE ARE NO SUBCONTRACTORS THAT NEED TO BE DISCLOSED.
 (Attach additional sheets if needed)

<u>NAME/ADDRESS OF SUBCONTRACTORS</u>	<u>\$ VALUE/CCB #</u>	<u>CONTACT NAME/PHONE #</u>
1) _____ _____	\$ _____ CCB# _____	_____ _____
2) _____ _____	\$ _____ CCB# _____	_____ _____
3) _____ _____	\$ _____ CCB# _____	_____ _____

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Contract value equal to or greater than:

- a) 5% of the total project amount proposed or \$15,000, whichever is greater; or
- b) \$350,000, regardless of the percentage of the total project amount proposed.

Disclosure submitted by: _____
Signature – Bidder Name

Contact Name: _____
Print/type – Bidder Name Phone Number

Unless otherwise stated in the original solicitation, this document shall not be faxed. It is the responsibility of the Bidder to separately submit this Disclosure Form and any additional sheets with the Project Schedule and Name clearly marked in accordance with the date and time in the Advertisement for Bids.

Form OR-NRB

Page 1 of 1, 150-800-020 (Rev. 03-17) Oregon Department of Revenue

Office use only
Date received

Oregon Nonresident Bidder Form

Submit original form—do not submit photocopy.

Oregon Revised Statute (ORS) 279A.120 states that when a public contract is awarded to a nonresident bidder and the contract price is more than \$10,000, the bidder must report certain information to the Oregon Department of Revenue before the bidder can receive final payment on the contract. To view ORS 279A.120, visit www.oregonlegislature.gov.

Using one of the options below, you must submit this completed form before we can make your final payment.

A. Bidder information

Company name		Federal ID number
Company contact name		Oregon business ID number
Street/mailling address		Telephone
City, state, ZIP	Email	

B. Contract information

Contracting agency name		
Terms of payment	Total contract price \$	
Brief description of services provided		
Will the work or services provided, at any time, require a physical presence in Oregon? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract number	Start date of contract	Contract expiration date
Agency contact		

C. Submitting this form

Please submit this form one of these ways:

Mail	Fax	Email
Oregon Department of Revenue Financial Services Unit 955 Center Street NE, Room 461 Salem OR 97301	503-945-8382	dor.procurement@state.or.us <i>(You must have Acrobat Standard or Professional to use this option)</i>

Name of person signing for business

Title

Signature of person signing for business

Date

CITY OF PENDLETON
AFFIDAVIT CERTIFYING CONTRACTOR PAYMENT FOR LABOR, SERVICES AND MATERIALS,
COMPLIANCE WITH LABOR PROVISIONS AND
CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT

(READ THIS DOCUMENT CAREFULLY. IT IS A LEGAL DOCUMENT)

PROJECT NAME: _____ CONTRACT NO. _____

I, _____ the _____
 (Name) (Officer/Title)
 of _____ acknowledge:
 (Company)

1. That all labor, services, materials furnished for the above Contract have been paid in full.
2. That I and my subcontractors, employees, agents and officials have complied with all labor provisions of the above Contract, and all final Certified Payroll Reports have been submitted to the City of Pendleton.
3. That there are no claim(s), potential claim(s) or pending claim(s) for any labor, services or materials related to this Contract.
4. That there are no liens, potential liens or pending liens existing related to this Project and/or to the above Contract.
5. That I have reviewed the attached final pay statement and it is a true and accurate statement for final payment for all labor, services and materials of the above Contract.
6. That all work (labor and/or services) has been performed and/or material supplied in full accordance with the requirements of the above Contract, except for those modifications approved by the City in writing including: duly authorized written deviations, written substitutions, written alterations and/or written additions.
7. That I accept final payment for all labor, services and materials furnished pertinent to the above Contract and that I release the City of Pendleton, an Oregon municipal corporation and its officers, agents and employees from any and all claims and any and all liabilities to me as the Contractor for all things done or furnished in connection with the Contract and agree to defend and indemnify the City of Pendleton against any and all claims, loss, damage or liability made against the City by Contractor, his employees, agents, subcontractors or those acting within his authority and every act of the City related to or rising out of the Contract.
8. That I have provided a performance bond for the Contract, which shall remain in full force and effect for one (1) year after the date of final written acceptance by the City of the work, and this performance bond guarantees any and all workmanship and materials from any defect whatsoever.
9. That I have read this Affidavit and agree with it.

DATED this _____ day of _____, 20__.

Contractor's Name

Print Name and Title

Signature

State of _____)

County of _____)

On the _____ day of _____, 20__, personally appeared _____
as _____ of _____, Contractor,
who acknowledged this instrument to be his/her voluntary act and deed.

(SEAL)

Expires: _____

Notary Public for
My Commission

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																		Employer identification number																	
Social security number																																					
Employer identification number																																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																					

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SPECIAL SPECIFICATIONS

PROJECT OVERVIEW

The purpose of this project is to install a 16" water main on SW Houtama Road from the east entrance of SW Riverview Drive to the new well house location near the waste water treatment plant. There will be two existing 8" water lines, one at the east entrance of SW Riverview Drive and the second at the west entrance of SW Riverview Drive, that will be connected into the new 16" water main. At each of the 8" connections to the new 16" main areas, the contractor will remove a 8" and 16" butterfly valve and 16"x8"x16" tee or a 8" butterfly valve and 8" cap, and replace the valves with one 8" and two 16" gate valves and a new 16"x8"x16" tee. The Contractor shall install 4,316-ft of 16" C-905 with assorted ductile iron fittings. The City will reconnect 1 – 1" water services, however, the Contractor will be required to dig and backfill trenches and must coordinate with City crews to install services. The Contractor will install 3 fire hydrant assemblies and 1 air release valve.

The Contractor will also construct a 48'x46'x6.5' retention pond, sloped 3:1, and install a 93.3-ft 12" corrugated HDPE double walled smooth interior culvert.

Contractor to note the crossing over the sewer main shall conform to OAR 333-061-0050(9).

All fittings shall be restrained using either thrust blocks or restrained joints of sufficient length back from each fitting per manufactures recommendation and Engineers approval. Thrust blocks or restrained joints shall be incidental to the project. All necessary water shut-off/turn on, shall be performed and coordinated with the City. Perform additional and incidental work as called for in the Specifications and Plans.

1. ALL CONSTRUCTION

All construction shall be in compliance with the latest revision of the City of Pendleton Standard Specifications and the "Oregon Standard Specifications for Construction" (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, unless otherwise noted in these special specifications.

2. STANDARDS APPLICABLE TO CONSTRUCTION

The following specifications shall be included by this reference as they may apply to this project. The most current versions of these specifications, which were in effect at the time of the first publication of the Advertisement for Bid, are applicable.

A.1	AASHTO	-American Association of State Highway & Transportation Officials
A.2	ACI	-American Concrete Institute
A.3	AISI	-American Iron and Steel Institute
A.4	ANSI	-American National Standards Institute
A.5	APWA	-American Public Works Association
A.6	ASME	-American Society of Mechanical Engineers
A.7	ASTM	-American Society for Testing and Materials
A.8	AWWA	-American Water Works Association
A.9	AWA	-American Welding Society
A.10	AWPA	-American Wood Preservers Institute
A.11	CSAA	-Coating Standards Association
A.12	CRSI	-Concrete Reinforcing Steel Institute
A.13	FWHA	-Federal Highway Administration
A.14	HI	-Hydraulic Institute
A.15	IEEE	-Institute of Electrical & Electronic Engineers
A.16	ICEA	-Insulated Cable Engineers Association
A.17	NBS	-National Bureau of Standards
A.18	NACE	-National Association of Corrosion Engineers
A.19	NEC	-National Electric Code
A.20	NEMA	-National Electric Manufacturer's Association
A.21	NLMA	-National Lumber Manufacturer's Association
A.22	OSHD	-Oregon State Highway Department

- A.23 PCA -Portland Cement Association
- A.24 SPFA -Steel Plate Fabricators Association
- A.25 SSPC -Steel Structures Painting Council
- A.26 UL -Underwriters Laboratories, Inc.
- A.27 UBC -Uniform Building Code
- A.28 WWPA -Western Wood Products Association
- A.29 All applicable governmental building codes. Use of the "Call Before You Dig" locate service and construction specifications in effect at the time of the first Advertisement for Bids. Where conflicts occur between the different specifications, these special specifications shall prevail over the above-cited specifications, followed by the City's Standard Specifications then the Oregon Standard Specifications for construction. As a general rule, the most stringent specification for any conflicting specifications shall prevail. Any interpretation required of the specifications shall be referred to the City Engineer. Response shall be in writing and final.

3. SATURDAY, SUNDAY OR HOLIDAY WORK

The Contractor shall notify the City forty-eight (48) hours in advance of time worked that will be performed on Saturday, Sunday or Holidays, or other than normal working hours. Normal working hours are 7:00 a.m. to 6:00 p.m., per Ordinance No. 3848.

4. PERMITS AND LICENSES

The Contractor shall keep himself informed of all local ordinances, state, and federal laws in any manner affecting the work. All permits and licenses necessary for the prosecution of this work shall be secured and paid for by the Contractor. All persons engaged in business in fulfillment of this Contract must have a valid City of Pendleton Business License or the Contractor must have a valid Construction Project License for this project.

5. SCHEDULING

The Contractor will be required to begin construction fourteen (14) days after the Notice to Proceed is issued. Contractor will be required to submit a project schedule five (5) days prior to construction and shall update and resubmit the project schedule every two (2) weeks to the City's Project Manager.

6. UNCLASSIFIED EXCAVATION / TRENCHING

All excavation or trenching material shall be unclassified material regardless to type, nature, characteristic, and/or condition of the material to be encountered, and is considered incidental to the installation of the water line. The Contractor, by signing the Proposal, has certified that they have carefully examined the Plans and work site; that they have satisfied themselves as to the nature and location of the work, quality and quantity of material required and the character of equipment and facilities needed to accomplish the work; and they have included any costs associated with the extra effort of excavating unclassified material in the cost of lineal foot of utility trenches, water pipe installed. Contractor is responsible for compaction of all trench backfill. Trench excavation and backfill is considered incidental to the installation of the water line.

7. ROCK EXCAVATION

Rock excavation shall include the additional cost, per cubic yard, required to fragment and excavate rock with a 330 class excavator or larger, or a D-8 Caterpillar dozer with rippers. Additional equipment brought onto the job site for this item shall be paid per cubic yard of excavated material as a part of the unit bid item for "Rock Excavation". A minimum 48-hour notification by the Contractor to the City shall be required prior to any rock excavation. Payment for this item shall be for the additional cost to excavate the rock, as described above, beyond the incidental effort to excavate, install the water line, and place and compact backfill, and shall include, but not be limited to, all rock excavation, labor, equipment and tools necessary for a complete and approved job according to plans and as directed by the Engineer.

8. NOTIFICATIONS

The Contractor shall make every effort possible to contact adjoining property owners of streets scheduled for the water line work. Contact efforts should include, but not be limited to signage, door knock and talks, letters, door hangars, and/or phone notifications, if possible. Contractor shall give written notification five (5) days prior and 24-hour advance notice to all residents and businesses along a street scheduled for water line work or must use the street for access to their property. The notice shall describe the activity planned, when and if the street is to be closed and when it is scheduled to be reopened, and Contractor contact information. Contractor shall develop a

work schedule to be approved by City. City may publish schedule with local media to help with public notification.

9. TRAFFIC CONTROL

If parked vehicles obstruct the progress of work after an appropriate notification of closure, requests for removal of the obstructive vehicles should be made through the City of Pendleton. The City will need a minimum of 4 hours notice to have vehicles removed.

In addition to other requirements as set forth in the Special Conditions, other provisions shall include, but not be limited to:

- a. The Contractor shall at all times maintain such flagmen, signs, lights, barricades and other safety devices, all necessary to insure the safety and convenience of the public and its employees, and to protect the work.
- b. The Contractor will insure that during non-working hours, that on-call staff is available to maintain all traffic control devices for the project. The Contractor shall provide the City of Pendleton with up-to-date information of these persons. Failure to comply with the provision will cause the Contractor to be billed for any services required to be provided by the City of Pendleton, to provide adequate protection to the traveling public during non-working hours.
- c. Traffic control and temporary protection and correctional devices shall be used outside the limits of the project when they have direct bearing or reference on the work under contract.
- d. The Contractor shall at all times keep the road under construction and routes used for hauling the material, that are open to traffic, free from mud, rock and other debris that may create traffic hazards, and shall provide adequate personnel to alleviate any danger. Roads shall be inspected and cleaned of any such debris at the close of every working day, or as often as deemed necessary by the City. On streets that are not closed at the end of the day, the Contractor shall leave the road in such condition that the streets that are open to traffic can be traveled without damage to work, personal property, or without danger to the public.
- e. The Contractor will be concerned with the following factors in restricting traffic flow. The approved traffic control and channelization plan, emergency vehicle access, permissible hours of restriction, sufficient traffic control personnel and devices, prior warning to public residents and a minimum forty-eight (48) hours advance notification to the City.

The City may direct the Contractor to provide additional traffic control devices to assure the safety of pedestrian and vehicular traffic, as the City deems necessary. It shall be the responsibility of the Contractor to move, replace, position, or remove any sign as required due to the change of work schedule due to weather or other unforeseen circumstances.

9. SURVEYING

The City will provide surveying layout with locations, and/or offsets of all angle points, air release valves, tees, valves, and 100- FT stations if needed. Contractor must give 48 hrs. notice to the City for surveying. Contractor will be responsible to protect survey stakes once placed. Contractor may be billed for re-staking if means of protection were not administered.

10. WATER MAINS

C-900 pipe shall conform to the requirements of AWWA standard C900-07 Pressure Class 305 psi (DR 14) and C-905 pipe shall conform to the requirements of AWWA standards for Pressure Class 235 psi (DR 18). All C-900/C-905 pipe shall be "Polyvinyl Chloride (PVC) Water Distribution Pipe" and installed per manufacturers recommendations. Pipe shall be made of quality PVC resin, compounded to provide physical and mechanical properties that equal or exceed cell class 12454 as defined in ASTM D 1784. The joint design shall meet the requirements of ASTM D 3139 under both pressure and 22 in. Hg vacuum. Gaskets shall meet ASTM F477. All fittings shall be D.I. type. Ductile iron pipe shall be class 50/52 and shall conform to ASTM A 536, ANSI A 21.51, and AWWA C 151. Solid walled HDPE pipe shall meet ANSI/AWWA C906, Standard PE Code Designation PE 3408, and minimum cell classification PE 334434C (ASTM D3350) or approved similar. Contractor to note that there shall be a minimum of 3-ft cover from top of pipe. Measurement for payment shall be per lineal foot of water main installed including trenching, bedding, and Class "B" compacted backfill, and passing the specified tests. The Contractor shall disinfect and flush the water main for the chlorine residual and bacteriological tests per section 3.03-J of the City Standards prior to performing the pressure test. The Contractor shall provide all required materials and equipment to disinfect the line and shall coordinate with the City to disinfect the line and

to perform the chlorine residual and bacteriological tests. The City will take water samples for the chlorine residual and bacteriological tests and deliver them to the lab. Following a successful chlorine residual and bacteriological test, the Contractor shall coordinate with the City to perform the pressure test as specified in section 3.03-I of the City standards. The Contractor is responsible for providing all necessary equipment to perform the pressure test. Payment for this item shall include, but not be limited to, all piping, trench excavation and backfill, bedding material, locate wire, select backfill, installation of miscellaneous bends and fittings, thrust restraints, testing, and all labor, equipment and tools necessary for a complete and approved job in place according to plans and as directed by the Engineer.

- a) **Locate Wire:** All new pipe materials shall have solid blue #12 AWG locate wire for water and green for sewer and storm. The locate wire shall be continuous and attached to the top of all pipe buried in a trench or casing, whether the pipe is DI, C-900, PEX, copper, PVC, ABS, or HDPE, and all risers, with a minimum 6" length of duct tape at a maximum of 10' intervals, with enough wire brought to the surface at every valve, hydrant, blow off, air release valve, meter, clean out, catch basin, and manhole to extend a minimum 6" above finished grade unless otherwise noted. All splices shall be overlapped and tied. The splice connection shall be made waterproof with an approved silicone splice kit. Splice kit shall be 3M-direct bury splice kit DBR/Y-6 or pre-approved equal. Locate wire shall be tested after being buried but before finished grade is established or patching is performed.
- b) **Water Service Reconnection:** Contractor shall trench for the City, the City will tap the main, install the corp. stop and copper line to the meter setter. Contractor shall bed, backfill and compact the water service trench. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- c) **Water Valves:** Valves shall be resilient wedge, non-rising stem with "O" ring packing, complying with AWWA C509 or C515-99. The valves shall withstand a working pressure of 200 psi or greater. The valve shall be furnished with a two-inch (2") square operating nut and shall open counter-clockwise when viewed from above. Valves shall be epoxy coated inside and out, complying with AWWA C550. This item shall include, but not be limited to, installation of approved valve casing and lid, all labor, equipment and tools necessary for a complete and approved job. All valve boxes located in the roadway or highly vegetated areas shall have concrete collars around the valve box frame. See City standard drawing 402.
- d) **Air Release Valve Assembly (Street Located):** Contractor shall tap the water main prior to filling with water to install the 1" corp. stop, copper pipe, and 3/4" air release valve APCO NO. 50 or approved equal. The air release valve assembly shall be street located and shall be encased in a City Standard manhole vault. See the attached City standard drawing 406. This item shall include all labor, tools, equipment, and materials necessary to install the air release valves, including the installation of the manhole vault and concrete manhole collar with lid as specified below.
- e) **Pipe Bedding and Backfill:** Water main shall have a minimum of 4" (compacted depth) of 3/4" – 0" pipe bedding below the water pipe and a minimum of 12" compacted depth of 3/4" – 0" cover over the top of the water pipe, measured at the top of pipe. Native material may be used to continue the backfill in "non-traveled" ways. Within roadways, the top 8" shall require 6" of 2" – 0" base rock, 2" of 3/4" – 0" base rock, all properly compacted to a minimum density of 95%, or approved equal. 3/4" – 0" base rock may be substituted for 2"-0" base rock. Payment of this item shall be incidental to "C-900 Water Main" items and shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- f) **Asphalt Patch:** Asphalt patching shall include saw cutting to a neat edge the existing asphalt pavement, placement of a minimum of 8" of compacted base to 95% of maximum density, and placing a minimum of 4" of Level 3 HMAc with a maximum 2" per lift compacted to 95% density. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- g) **Saw Cutting/Trench Zipping:** This item shall be bid as the cost per LF to saw cut. The quantity listed in the proposal is for saw cutting. The Contractor may zip the trench with a grinder in lieu of saw cutting and will be paid for two (2) times the unit cost per LF of saw cutting. However, if a zipper is used the Contractor shall be responsible for maintaining neat vertical edges for the trench. If neat edges are not maintained or if settlement cracking appears, regardless of the method used, the Contractor shall re-saw cut the trenches to a neat edge to utilize a T-patch configuration and the additional saw cutting will not be paid. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- h) **Gravel Road Restoration:** Gravel road restoration for the top 8" of the water main trench shall include the hauling and placement of 6" of 2"-0" base rock and 2" of 3/4"-0" base rock. 3/4"-0" base rock may be substituted for 2"-0" base rock at no additional cost. The base rock shall be compacted in lifts to 95%

maximum density. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.

11. EXISTING FITTING OR BUTTERFLY VALVE REMOVAL

This item shall include the removal of the existing fitting or butterfly valve, all restrained joints, if any, and/or thrust blocks. Care shall be given to not damage the existing fitting or butterfly valve during the removal. The fittings or butterfly valves shall be returned to the City and delivered to City shops.

12. RETENTION POND

Contractor shall construct a 48' x 46' x 6.5' retention pond with a 3:1 slope for the future well overflow. Payment of this item shall include all labor, tools, equipment, materials, haul off of spoils, and area restoration necessary for a complete and approved job. The Contractor shall place pasture grass seed around the edge of the pond and any part of the field disturbed during construction.

13. CLASS 50 RIPRAP

Contractor shall place class 50 riprap at the outlet of the culvert meeting Oregon Department of Transportation's (ODOT's) 2021 Standard Specification Section 00390 – Riprap Protection. Payment for this item will be on a cubic yard basis and shall include furnishing and placing all materials, and for furnishing all equipment, labor, and incidental items necessary to complete the work as specified.

14. INCIDENTAL ITEMS

All materials and work shown on the plans or necessary to complete the job and receive approval of the project, which are not identified as a separate pay item on the Proposal, shall not be measured for payment separately but shall be considered as subsidiary obligations of the Contractor.

15. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

Contractor shall furnish in writing a work schedule for the Project. Project schedule shall be updated and resubmitted every two (2) weeks. **The Project must be completed prior to October 29, 2021.** Liquidated damages shall be computed at the rate of one percent (1%) per calendar day of the total price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater, for work not completed by **October 29, 2021**. Sundays and legal holidays shall be excluded in determining days of default.

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line website at <https://beta.SAM.gov> for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

Superseded General Decision Number: OR20200077

State: Oregon

Construction Type: Heavy

County: Umatilla County in Oregon.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	04/02/2021

CARP0001-038 06/01/2020

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 41.75	18.30
MILLWRIGHT.....	\$ 43.26	18.75

ELEC0112-004 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 48.05	22.12

ENGI0701-040 01/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.90	15.35
GROUP 1A.....	\$ 48.06	15.35
GROUP 1B.....	\$ 50.22	15.35

GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments;

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

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with tandem scrapers; Loader 120,000 lbs and above; BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above;

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Loader 60,000 lbs and less than 120,000 lbs; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/BACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Loaders 25,000 lbs and less than 60,000 lbs; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Screed; Compactor with blade; Mechanic

GROUP 5: TRACKHOE/BACKHOE HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Loaders, rubber tired type, less than 25,00 lbs; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Roller; Compactor without blade

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Grade Checker; Crane oiler; Forklift; Roller (non-asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

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

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

IRON0029-013 07/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 39.10	29.75

* LAB00737-005 06/01/2020

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 32.71	15.40

* LAB00737-031 06/01/2020

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.83	15.40
GROUP 2.....	\$ 33.01	15.40

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

PAIN055-022 07/01/2020

	Rates	Fringes
PAINTER		
BRUSH, ROLLER AND SPRAY.....	\$ 25.94	13.34

PLUM0598-007 06/01/2019

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 50.47	32.17

SUOR2009-075 11/23/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.50	9.27
CEMENT MASON/CONCRETE FINISHER...	\$ 21.13	8.90
LABORER: Common or General.....	\$ 21.05	4.38
LABORER: Fence Erection.....	\$ 23.88	7.45
LABORER: Flagger.....	\$ 19.31	5.31
LABORER: Pipelayer.....	\$ 20.52	4.51
LINE CONSTRUCTION: Groundman....	\$ 31.36	7.27
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.77	7.90
OPERATOR: Broom/Sweeper.....	\$ 32.31	6.43
OPERATOR: Excavator.....	\$ 30.12	6.23
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.59	2.96
TRUCK DRIVER: Dump Truck.....	\$ 23.79	5.95
TRUCK DRIVER: Off the Road Truck.....	\$ 31.81	6.33
TRUCK DRIVER: Water Truck.....	\$ 26.12	6.53

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION"

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2021





VAL HOYLE
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2021.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. These rates are determined using data collected from a statewide construction industry survey of occupations and crafts performing commercial building and heavy and highway construction in 14 geographic regions of the state.

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

Our team is ready to help support you with any questions you have. We also offer regular, FREE informational seminars and webinars for contractors and public agencies. Contact us at pwremail@boli.state.or.us or (971) 673-0838.

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

Val Hoyle
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects. Rates are published each year in January and July, with updates generally in April and October.

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 www.oregon.gov/boli, as well as additional information and supporting documents and forms.

Please contact us at pwremail@boli.state.or.us or (971) 673-0839, 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

To receive email updates when rates are amended or to request copies of the PWR rate book, definitions book, or PWR law handbook, please email us at pwremail@boli.state.or.us.



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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 may be found in the back of this booklet. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

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

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon. Additional copies of this booklet are available at cost, plus postage.

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 Survey Wage Rate Appeal Process

1. To challenge or appeal a survey rate determination, you must submit a request in writing to the Labor Commissioner. You can send this to pwremail@boli.state.or.us.
2. The appeal should include:
 - a complete description of the issue, including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - recommendations for how the rate could be more accurately determined
3. The written appeal will be reviewed by the Wage and Hour Division, which will recommend to the Labor Commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
4. The Labor Commissioner will review the division's recommendation and either approve, disapprove or modify the recommendation. The Prevailing Wage Advisory Committee may be consulted in some matters as deemed appropriate.
5. The requesting party will be notified of the Labor Commissioner's decision.

PREVAILING WAGE RATES

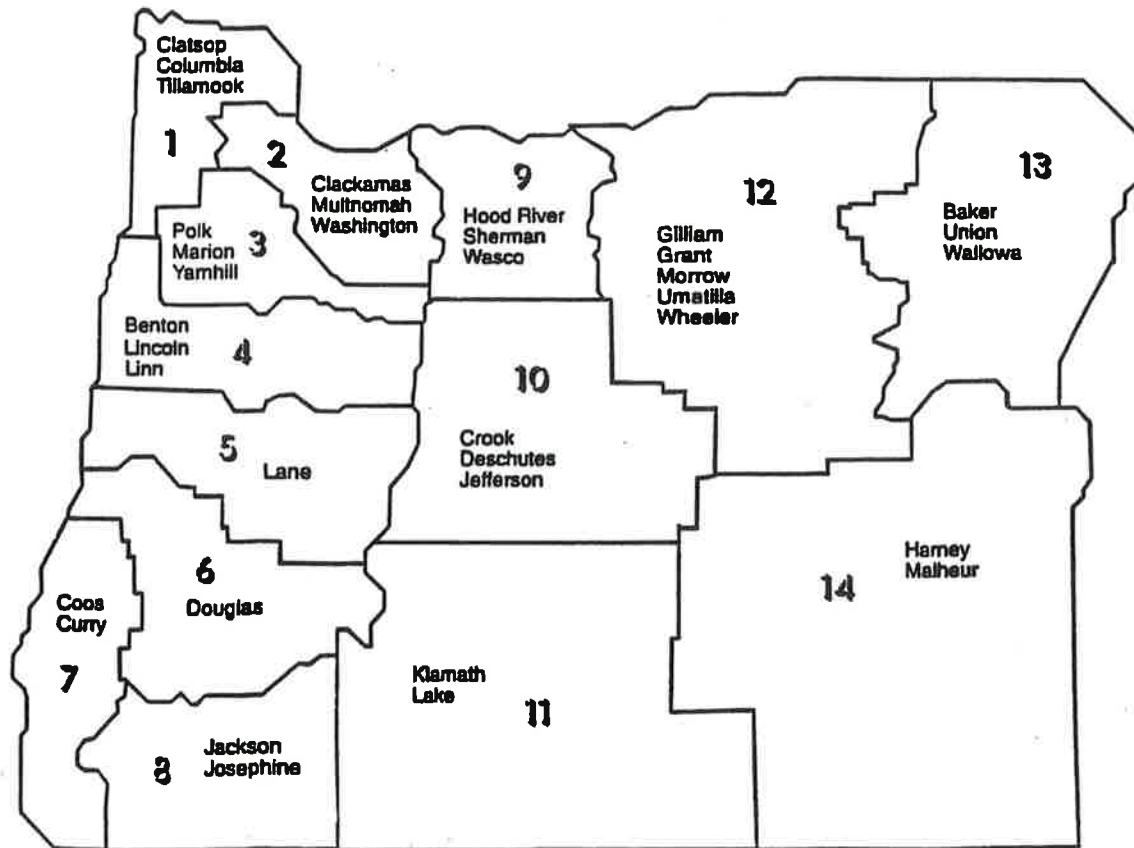
FINDING THE CORRECT PREVAILING WAGE RATE

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

- the date the project was first advertised for bid
- the region 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.)

Use this map to determine the region for your project:



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>.

If you have any questions about work classifications, contact the Bureau of Labor & Industries at pwremail@boli.state.or.us or (971) 673-0839.

Find the correct rate in this rate book

1. Look up the region page
2. Find the correct occupation
3. Use the rate listed (see below for more information)

Is there a rate listed next to the occupation?

If so, that is the prevailing wage rate for this region and occupation. 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.

If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, contact the Bureau of Labor & Industries at (971) 673-0839 or pwremail@boli.state.or.us for the applicable hourly fringe rate.

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting us. An order form is also available in the back of this booklet.

We are happy to help you. More information is available on our website, <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>. You are welcome to contact us at pwremail@boli.state.or.us or (971) 673-0839.

REGION #12
 Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	\$50.16	\$38.26
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$38.53	\$20.11
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

APPENDIX

JANUARY 1, 2021

Collectively Bargained Rates

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

JANUARY 1, 2021 APPENDIX

*The Appendix rates are Collectively Bargained Rates to be used **ONLY** for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 **BEFORE** using rates in this section. Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential, which is added to the hourly base rate.*

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

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Striper	43
Ironworker	43
Laborer	43
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 (See Carpenter Group 3)	38
Painter & Drywall Taper	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	45
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	46
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

**AMENDMENTS TO OREGON DETERMINATION 2021-01
EFFECTIVE APRIL 1, 2021**

TRADE	BASIC HOURLY RATE	HOURLY FRINGE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE
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ROOFER

Area 2

Rofer	30.87	16.04
Handling coal tar pitch	33.96	16.04
Remove fiberglass insulation	33.96	16.04

Reference Counties Area 2

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

<u>SOFT FLOOR LAYER</u>	33.75	19.25
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OREGON DETERMINATION 2021-01

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

	52.77	22.67
Firestop Containment	37.73	15.84

<u>BOILERMAKER</u>	38.51	30.29
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BRICKLAYER/STONEMASON

	41.20	21.12
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(This trade is tended by "Tenders to Mason Trades")

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

CARPENTER

Zone A (Base Rate)

Group 1	41.75	18.30
Group 2	41.91	18.30
Group 3	43.26	18.30
Group 4	Eliminated	
Group 5	42.31	18.30
Group 6	42.87	18.30

Zone Differential for Carpenters

(Add to Zone A Base Rate)

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

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

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

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

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

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

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

Zone G: More than 100 miles.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

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

Group 3
(Millwright)

Zones for Group 3 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

<u>Group 5</u> (Bridge & Highway Carpenter)	<u>Group 6</u> (Piledriver)
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Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

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

Welders shall receive a 5% premium per hour over their group's journeyman wage rate, with an eight (8) hour minimum.

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

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

Group 1	35.52	21.42
Group 2	36.29	21.42
Group 3	36.29	21.42
Group 4	37.05	21.42

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

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

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

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

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

Reference Cities for Zones A-C (Cement Mason)

Bend	Medford	Salem
Corvallis	Pendleton	The Dalles
Eugene	Portland	Vancouver

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

CEMENT MASON (continued)

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	91.14	18.30
DIVER TENDER	47.14	18.30

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

Zone Differential for Diver/Diver Tender
(Add to Zone 1 Base Rate)

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

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

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

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

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

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

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

Zone 7: More than 100 miles from the city hall of employee's home local.

See Reference Cities on Page 40

OREGON DETERMINATION 2021-01

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

Reference Cities for Diver/Diver Tender

Bend	Medford
Eugene	North Bend
Longview	Portland

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

Diver Depth Pay:

<u>Depth of Dive</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 ft.

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

Diver Enclosure Pay (working without vertical escape):

Distance Traveled
In the Enclosure Daily Enclosure Pay

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)	50.96	15.65
Assistant Engineer (Watch Engineer, Mechanic Machinist)	47.80	15.65
Tenderman (Boatman Attending Dredge Plant) Fireman	46.31	15.65
Fill Equipment Operator	45.14	15.65
Assistant Mate	42.44	15.65

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

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	42.04	18.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	42.04	18.01

See Zone Differential on page 41

OREGON DETERMINATION 2021-01

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

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

Zone mileage based on road miles:

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

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

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

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

ELECTRICIAN

Area 1

Electrician	32.71	15.92
Cable Splicer	35.98	16.12

Reference Counties Area 1

Malheur

Area 2

Electrician	48.05	22.12
Cable Splicer	50.45	22.19

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

ELECTRICIAN (continued)

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

Area 3

Electrician	41.63	21.20
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Reference Counties Area 3

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

Shift Differential

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

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

OREGON DETERMINATION 2021-01

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

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

Area 4

Electrician	46.19	20.11
Cable Splicer	50.81	20.24
Lighting Maintenance/ Material Handlers	21.53	10.10

Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

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

Area 5

Electrician	50.35	26.78
Electrical Welder	55.39	26.93
Material Handler/ Lighting Maintenance	28.70	17.59

Reference Counties Area 5

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

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	38.49	17.74
Lighting Maintenance and Material Handlers	18.29	10.00

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

OREGON DETERMINATION 2021-01

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

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

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, 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

Mechanic	55.86	40.97
	<u>Reference Counties Area 1</u>	
Baker	Umatilla	Union Wallowa

Area 2

Mechanic	57.98	42.27
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Reference Counties Area 2

All remaining Counties

<u>GLAZIER</u>	42.10	23.62
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(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER

26.03	12.68
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HIGHWAY/PARKING STRIPER

35.87	13.50
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Shift Differential

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

IRONWORKER

<u>Zone 1 (Base Rate):</u>	39.10	27.50
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Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	5.63/hr. or \$45.00 maximum per day
Zone 3	8.75/hr. or \$70.00 maximum per day
Zone 4	11.25/hr. or \$90.00 maximum per day

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

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

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

Zone 4: More than 100 miles.

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

Reference Cities and Dispatch Center

Medford	Portland
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LABORER

Zone A (Base Rate):

Group 1	31.83	15.40
Group 2	33.01	15.40
Group 3	27.56	15.40

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

See Zone Differential on page 44

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

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	3.00 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.

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).

LIMITED ENERGY ELECTRICIAN

Area 1	21.00	11.41
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Reference Counties Area 1

Malheur

Area 2	31.45	14.50
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Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

LIMITED ENERGY ELECTRICIAN (continued)

Area 3	32.16	18.24
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Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

Area 4	34.93	16.00
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Reference Counties Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Area 5	41.55	21.95
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Reference Counties Area 5

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

(d) North Half

Area 6	31.06	14.23
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Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

OREGON DETERMINATION 2021-01

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

Area 1

Group 1	60.28	22.11
Group 2	53.82	21.82
Group 3	30.65	13.72
Group 4	46.29	18.28
Group 5	40.37	16.12
Group 6	33.37	15.80
Group 7	18.68	11.22

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	54.57	17.87
Journeyman Lineman	49.41	17.36
Line Equip. Operator	41.09	16.45
Groundman	29.17	14.05

Reference County Area 2

Malheur County

MARBLE SETTER 42.20 21.12

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	26.56	13.51
INDUSTRIAL PAINTING	28.36	13.51
BRIDGE PAINTING	34.23	13.51

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

DRYWALL TAPER

Zone A (Base Rate)

40.42 17.63

PAINTER & DRYWALL TAPER (continued)

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

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)

Plasterer	38.09	18.83
Swinging Scaffold	39.09	18.83
Nozzleman	40.09	18.83

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

See Zone Differential mileage on page 46

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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PLASTERER AND STUCCO MASON (continued)

Zone A: Projects located 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	Medford	Seaside
Coos Bay	Newport	The Dalles
Eugene	Portland	
La Grande	Salem	

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **32.00 15.57**

Reference Counties Area 1

Baker	Harney (a)	Malheur
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(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagontire West to the county line.

(Add \$2.21 to base rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more)

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
 (Add to Base Rate)

Zone 1	2.50 per hour
Zone 2	3.50 per hour
Zone 3	5.00 per hour

Zone mileage based on road miles:

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

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

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

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

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2 **52.20 32.50**

Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
 (Add to Base Rate)

Zone 2 **10.62/hr.** not to exceed \$80.00 day.

Zone mileage based on road miles:

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

Area 3 **47.43 32.73**

Reference Counties Area 3

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Gilliam	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	48.90	15.85
Group 1A	51.06	15.85
Group 1B	53.22	15.85
Group 2	46.99	15.85
Group 3	45.84	15.85
Group 4	43.26	15.85
Group 5	42.02	15.85
Group 6	38.80	15.85

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

See Zone Differential on page 47

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR (continued)

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

(Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment)

(Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable)

(Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation)

Shift Differential

Two-Shift Operations:

On a two shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

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

Zone Pay Differential for Power Equipment Operator
(Add to Zone 1 Base Rate)

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

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

OREGON DETERMINATION 2021-01

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

Area 1

Rofer	36.23	19.77
Handling coal tar pitch	39.85	19.77
Remove fiberglass insulation	39.85	19.77

Reference Counties Area 1

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

Area 2

Rofer	30.87	16.04
Handling coal tar pitch	32.87	16.04
Remove fiberglass insulation	32.37	16.04

Reference Counties Area 2

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

Area 4

Roofers	28.68	13.26
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.25 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	28.85	13.06
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Reference County for Area 5

Morrow

(Add \$3.25 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

42.30	23.13
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Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

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

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

Area 2

28.00	19.54
--------------	--------------

Reference Counties Area 2

Baker	Malheur
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(Add \$2.21 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

41.35	22.12
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Reference Counties Area 3

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

Area 4

34.98	20.79
--------------	--------------

Reference Counties Area 4

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

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

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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SHEET METAL WORKER (continued)

Area 5 **35.30** **21.81**

Reference Counties Area 5

Coos

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

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

Area 6 **29.74** **19.70**

Reference Counties Area 6

Curry	Jackson	Klamath
Harney	Josephine	Lake

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

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

Area 7 **32.66** **19.44**

Reference Counties Area 7

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

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

SOFT FLOOR LAYER **31.86** **19.14**

SPRINKLER FITTER

Area 1 **40.71** **25.30**

Reference Counties Area 1

Benton	Deschutes	Klamath	Polk
Clackamas	Douglas	Lake	Sherman
Clatsop	Harney	Lane	Tillamook
Columbia	Hood River	Lincoln	Wasco
Coos	Jackson	Linn	Washington
Crook	Jefferson	Marion	Wheeler
Curry	Josephine	Multnomah	Yamhill

SPRINKLER FITTER (continued)

Area 2 **34.82** **25.29**

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

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

34.89 **15.40**

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

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)
34.62 **15.40**

Zone Differential for Tender to Plasterer and Stucco Mason

(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	1.70 per hour
Zone E	2.00 per hour
Zone F	3.00 per hour
Zone G	5.00 per hour

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

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

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

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

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

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

Zone G: More than 100 miles.

Reference Cities

Astoria	Coos Bay	Medford	Roseburg
Bend	Eugene	Pendleton	Salem
Corvallis	Klamath Falls	Portland	The Dalles

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

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

35.35 19.36

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

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. **TILE, TERRAZZO FINISHER**

26.94 14.11

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

2. **BRICK AND MARBLE FINISHER**

26.94 14.24

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

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.33	16.35
Group 2	29.46	16.35
Group 3	29.60	16.35
Group 4	29.89	16.35
Group 5	30.13	16.35
Group 6	30.31	16.35
Group 7	30.53	16.35

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

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

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

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

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>ASBESTOS WORKER</u>				
	<i>Period</i>			
\$52.77	1st Yr/1st 6 mos	45%	\$22.05	\$12.53
\$22.67	1st yr/2nd 6 mos	50%	\$24.69	\$16.50
	2nd Year	65%	\$32.60	\$16.50
	3rd Year	75%	\$34.63	\$27.62
	4th Year	85%	\$39.39	\$27.62
<u>BOILERMAKER</u>				
	<i>Hours</i>			
\$38.51	0-1000	70%	\$26.96	\$30.29
\$30.29	1001-2000	75%	\$28.88	\$30.29
	2001-3000	80%	\$30.81	\$30.29
	3001-4000	85%	\$32.73	\$30.29
	4001-5000	90%	\$34.66	\$30.29
	5001-6000	95%	\$36.58	\$30.29
<u>BRICK AND MARBLE FINISHER</u>				
\$26.94		1-500 hrs	\$18.04	\$13.52
\$14.24		500-2000 hrs	\$22.06	\$13.52
<u>BRICKLAYER</u>				
	<i>Hours</i>			
\$41.20	1-1000	50%	\$20.60	\$21.12
\$21.12	1000-2000	55%	\$22.66	\$21.12
	2000-3000	60%	\$24.72	\$21.12
	3000-4000	70%	\$28.84	\$21.12
	4000-5000	80%	\$32.96	\$21.12
	5000-6000	90%	\$37.08	\$21.12
<u>CARPENTER</u>				
	<i>Group 1</i>	<i>Period</i>		
\$41.75		1st	60%	\$25.05
\$18.30		2nd	65%	\$27.14
		3rd	70%	\$29.23
		4th	75%	\$31.31
		5th	80%	\$33.40
		6th	85%	\$35.49
		7th	90%	\$37.58
		8th	95%	\$39.66

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

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The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
<u>CARPENTER</u> (continued)					
	Group 2	Period			
\$41.91		1st	60%	\$25.15	\$18.30
\$18.30		2nd	65%	\$27.24	\$18.30
		3rd	70%	\$29.34	\$18.30
		4th	75%	\$31.43	\$18.30
		5th	80%	\$33.53	\$18.30
		6th	85%	\$35.62	\$18.30
		7th	90%	\$37.72	\$18.30
		8th	95%	\$39.81	\$18.30
	Group 3	Period			
\$43.26		1st	60%	\$25.96	\$18.30
\$18.30		2nd	65%	\$28.12	\$18.30
		3rd	70%	\$30.28	\$18.30
		4th	75%	\$32.45	\$18.30
		5th	80%	\$34.61	\$18.30
		6th	85%	\$36.77	\$18.30
		7th	90%	\$38.93	\$18.30
		8th	95%	\$41.10	\$18.30
	Group 4 - Eliminated				
	Group 5	Period			
\$42.31		1st	60%	\$25.39	\$18.30
\$18.30		2nd	73%	\$30.89	\$18.30
		3rd	75%	\$31.73	\$18.30
		4th	80%	\$33.85	\$18.30
		5th	83%	\$35.12	\$18.30
		6th	85%	\$35.96	\$18.30
		7th	90%	\$38.08	\$18.30
		8th	95%	\$40.19	\$18.30
	Group 6	Period			
\$42.87		1st	60%	\$25.72	\$18.30
\$18.30		2nd	73%	\$31.30	\$18.30
		3rd	75%	\$32.15	\$18.30
		4th	80%	\$34.30	\$18.30
		5th	83%	\$35.58	\$18.30
		6th	85%	\$36.44	\$18.30
		7th	90%	\$38.58	\$18.30
		8th	95%	\$40.73	\$18.30

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>CEMENT MASON</u>				
	<i>Hours</i>			
\$35.52	1-1000	55%	\$19.79	\$19.89
\$21.42	1001-2000	65%	\$23.63	\$19.89
	2001-3000	70%	\$25.55	\$19.89
	3001-4000	75%	\$27.46	\$19.89
	4001-5000	85%	\$31.30	\$19.89
	5001-6000	90%	\$33.22	\$19.89
<u>DIVER</u>				
	<i>Period</i>			
\$91.14	1st	60%	\$54.68	\$18.30
\$18.30	2nd	73%	\$66.53	\$18.30
	3rd	75%	\$68.36	\$18.30
	4th	80%	\$72.91	\$18.30
	5th	83%	\$75.65	\$18.30
	6th	85%	\$77.47	\$18.30
	7th	90%	\$82.03	\$18.30
	8th	95%	\$86.58	\$18.30
<u>DIVER TENDER</u>				
	<i>Period</i>			
\$47.14	1st	60%	\$28.28	\$18.30
\$18.30	2nd	73%	\$34.41	\$18.30
	3rd	75%	\$35.36	\$18.30
	4th	80%	\$37.71	\$18.30
	5th	83%	\$39.13	\$18.30
	6th	85%	\$40.07	\$18.30
	7th	90%	\$42.43	\$18.30
	8th	95%	\$44.78	\$18.30
<u>DRY WALL APPLICATOR</u>				
	<i>Period</i>			
\$42.04	1st	60%	\$25.22	\$9.43
\$18.01	2nd	65%	\$27.33	\$9.43
	3rd	70%	\$29.43	\$18.01
	4th	75%	\$31.53	\$18.01
	5th	80%	\$33.63	\$18.01
	6th	85%	\$35.73	\$18.01
	7th	90%	\$37.84	\$18.01
	8th	95%	\$39.94	\$18.01

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>DRYWALL TAPER</u>				
	Hours			
\$40.42	1st 1000	60%	\$24.25	\$7.86
\$17.63	2nd 1000	70%	\$28.29	\$7.86
	3rd 1000	75%	\$30.32	\$17.63
	4th 1000	80%	\$32.34	\$17.63
	5th 1000	85%	\$34.36	\$17.63
	6th 1000	90%	\$36.38	\$17.63
<u>ELECTRICIAN</u>				
	Area 2	Period		
\$48.05		1st	40%	\$19.22
\$22.12		2nd	45%	\$21.62
		3rd	50%	\$24.03
		4th	65%	\$31.23
		5th	80%	\$38.44
		6th	85%	\$40.84
	Area 3	Period		
\$41.63		1st	50%	\$20.82
\$21.20		2nd	55%	\$22.90
		3rd	60%	\$24.98
		4th	65%	\$27.06
		5th	70%	\$29.14
		6th	80%	\$33.30
	Area 4	Period		
\$46.19		1st	40%	\$18.48
\$20.11		2nd	45%	\$20.79
		3rd	50%	\$23.10
		4th	60%	\$27.71
		5th	70%	\$32.33
		6th	85%	\$39.26
	Area 5	Period		
\$50.35		1st	40%	\$20.14
\$26.78		2nd	45%	\$22.66
		3rd	50%	\$25.18
		4th	60%	\$30.21
		5th	70%	\$35.25
		6th	85%	\$42.80

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

ELECTRICIAN (continued)

	Area 6	Period			
\$38.49		1st	45%	\$17.32	\$11.41
\$17.74		2nd	50%	\$19.25	\$11.47
		3rd	55%	\$21.17	\$14.67
		4th	60%	\$23.09	\$15.00
		5th	65%	\$25.02	\$15.35
		6th	70%	\$26.94	\$15.69
		7th	75%	\$28.87	\$16.04
		8th	80%	\$30.79	\$16.37

ELEVATOR CONSTRUCTOR

	Area 1				
\$55.86		Probationary	50%	\$27.93	---
\$40.97		1st Year	55%	\$30.72	\$38.18
		2nd Year	65%	\$36.31	\$38.80
		3rd Year	70%	\$39.10	\$39.11
		4th Year	80%	\$44.69	\$39.74
	Area 2				
\$57.98			50%	\$28.99	---
\$42.27			55%	\$31.89	\$39.37
			65%	\$37.69	\$40.02
			70%	\$40.59	\$40.34
			80%	\$46.38	\$40.98

FIRE STOP/CONTAINMENT WORKER

		Period			
\$37.73		1st Year	65%	\$24.52	\$8.67
\$15.84		2nd Year	70%	\$25.71	\$16.29
		3rd Year	80%	\$29.48	\$16.29
		4th Year	90%	\$33.26	\$16.29

GLAZIER

		Period			
\$42.10		1st 6 months	45%	\$18.95	\$21.86
\$23.62		2nd 6 months	55%	\$23.16	\$22.18
		3rd 6 months	65%	\$27.37	\$22.50
		4th 6 months	75%	\$31.58	\$22.82
		5th 6 months	80%	\$33.68	\$22.98
		6th 6 months	85%	\$35.79	\$23.14
		7th 6 months	90%	\$37.89	\$23.30
		8th 6 months	95%	\$40.00	\$23.46

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

HIGHWAY PARKING STRIPER

	<i>Hours</i>			
\$35.87	0-500	60%	\$21.52	\$0.30
\$13.50	501-1000	60%	\$21.52	\$7.95
	1001-2333	60%	\$21.52	\$11.28
	2nd period	73%	\$26.19	\$12.00
	3rd period	88%	\$31.57	\$12.83

IRONWORKER

	<i>Period</i>			
\$39.10	1st	60%	\$23.46	\$9.90
\$27.50	2nd	65%	\$25.42	\$9.90
	3rd	70%	\$27.37	\$27.50
	4th	75%	\$29.33	\$27.50
	5th	80%	\$31.28	\$27.50
	6th	85%	\$33.24	\$27.50
	7th	90%	\$35.19	\$27.50
	8th	95%	\$37.15	\$27.50

LABORER

	<i>Group 1</i>			
\$31.83		63%	\$20.05	\$15.40
\$15.40		70%	\$22.28	\$15.40
		80%	\$25.46	\$15.40
		90%	\$28.65	\$15.40
	<i>Group 2</i>			
\$33.01		63%	\$20.80	\$15.40
\$15.40		70%	\$23.11	\$15.40
		80%	\$26.41	\$15.40
		90%	\$29.71	\$15.40
	<i>Group 3</i>			
\$27.56		63%	\$17.36	\$15.40
\$15.40		70%	\$19.29	\$15.40
		80%	\$22.05	\$15.40
		90%	\$24.80	\$15.40

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

	<i>Period</i>			
\$42.04	1st	50%	\$21.02	\$9.43
\$18.01	2nd	58%	\$24.38	\$9.43
	3rd	64%	\$26.91	\$18.01
	4th	70%	\$29.43	\$18.01
	5th	76%	\$31.95	\$18.01
	6th	82%	\$34.47	\$18.01
	7th	88%	\$37.00	\$18.01
	8th	94%	\$39.52	\$18.01

LIMITED ENERGY ELECTRICIAN

	<i>Area 3</i>	<i>Period</i>		
\$32.16		1st	55%	\$17.69
\$18.24		2nd	60%	\$19.30
		3rd	65%	\$20.90
		4th	70%	\$22.51
		5th	75%	\$24.12
		6th	85%	\$27.34
	<i>Area 4</i>	<i>Period</i>		
\$34.93		1st	55%	\$19.21
\$16.00		2nd	60%	\$20.96
		3rd	65%	\$22.70
		4th	70%	\$24.45
		5th	75%	\$26.20
		6th	85%	\$29.69
	<i>Area 5</i>	<i>Period</i>		
\$41.55		1st 6 months	50%	\$20.78
\$21.95		2nd 6 months	55%	\$22.85
		3rd 6 months	60%	\$24.93
		4th 6 months	65%	\$27.01
		5th 6 months	70%	\$29.09
		6th 6 months	80%	\$33.24
		7th 6 months	90%	\$37.40

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>LIMITED ENERGY ELECTRICIAN</u> (continued)				
	Area 6	Period		
\$31.06		1st	\$17.08	\$13.81
\$14.23		2nd	\$18.64	\$13.86
		3rd	\$20.19	\$13.91
		4th	\$21.74	\$13.95
		5th	\$23.30	\$14.00
		6th	\$26.40	\$14.09
 <u>LINE CONSTRUCTOR</u>				
	Area 1/Group 2	Period		
Lineman Only		1st	\$32.29	\$15.30
\$53.82		2nd	\$33.91	\$15.38
\$21.82		3rd	\$36.06	\$15.47
		4th	\$38.75	\$15.59
		5th	\$41.98	\$15.74
		6th	\$46.29	\$15.93
		7th	\$48.44	\$16.03
	Area 2/Lineman	Period		
Lineman Only		1st	\$29.65	\$14.27
\$49.41		2nd	\$32.12	\$14.84
\$17.36		3rd	\$34.59	\$15.19
		4th	\$37.06	\$15.52
		5th	\$39.53	\$15.87
		6th	\$42.00	\$16.21
		7th	\$44.47	\$16.55
 <u>MARBLE SETTER</u>				
		Hours		
\$42.20		1-1000	\$21.10	\$21.12
\$21.12		1000-2000	\$23.21	\$21.12
		2000-3000	\$25.32	\$21.12
		3000-4000	\$29.54	\$21.12
		4000-5000	\$33.76	\$21.12
		5000-6000	\$37.98	\$21.12

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>PAINTER</u>				
	<i>Commercial</i>			
\$26.56	1st 6 mos/1st 1,000 hrs	70%	\$18.59	\$7.96
\$13.51	2nd 6 mos/2nd 1,000 hrs	75%	\$19.92	\$7.96
		80%	\$21.25	\$7.96
		85%	\$22.58	\$13.51
		90%	\$23.90	\$13.51
		95%	\$25.23	\$13.51
	<i>Industrial</i>			
\$28.36	1st 6 mos/1st 1,000 hrs	70%	\$19.85	\$7.96
\$13.51	2nd 6 mos/2nd 1,000 hrs	75%	\$21.27	\$7.96
		80%	\$22.69	\$7.96
		85%	\$24.11	\$13.51
		90%	\$25.52	\$13.51
		95%	\$26.94	\$13.51
	<i>Bridge</i>			
\$34.23	1st 6 mos/1st 1,000 hrs	70%	\$23.96	\$7.96
\$13.51	2nd 6 mos/2nd 1,000 hrs	75%	\$25.67	\$7.96
		80%	\$27.38	\$7.96
		85%	\$29.10	\$13.51
		90%	\$30.81	\$13.51
		95%	\$32.52	\$13.51
<u>PLASTERER</u>				
\$38.09		60%	\$22.85	\$16.53
\$18.83		65%	\$24.76	\$16.53
		70%	\$26.66	\$16.53
		75%	\$28.57	\$16.53
		80%	\$30.47	\$16.53
		85%	\$32.38	\$16.53
		90%	\$34.28	\$16.53
	<i>Swinging Scaffold</i>			
\$39.09		60%	\$23.45	\$16.53
\$18.83		65%	\$25.41	\$16.53
		70%	\$27.36	\$16.53
		75%	\$29.32	\$16.53
		80%	\$31.27	\$16.53
		85%	\$33.23	\$16.53
		90%	\$35.18	\$16.53

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
Journeyman Fringe Rate				
<u>PLASTERER</u> (continued)				
	<i>Nozzleman</i>			
\$40.09		60%	\$24.05	\$16.53
\$18.83		65%	\$26.06	\$16.53
		70%	\$28.06	\$16.53
		75%	\$30.07	\$16.53
		80%	\$32.07	\$16.53
		85%	\$34.08	\$16.53
		90%	\$36.08	\$16.53
 <u>PLUMBER/PIPEFITTER/STEAMFITTER</u>				
	Area 1			
\$32.00		40%	\$12.80	\$14.37
\$15.57		45%	\$14.40	\$14.37
		50%	\$16.00	\$14.37
		55%	\$17.60	\$14.37
		60%	\$19.20	\$14.37
		65%	\$20.80	\$14.37
		70%	\$22.40	\$14.37
		75%	\$24.00	\$14.37
		80%	\$25.60	\$14.37
	Area 2			
\$52.20		Period		
\$32.50		1st 6 months	\$23.49	\$22.85
		2nd 6 months	\$26.10	\$23.74
		3rd 6 months	\$28.71	\$24.61
		4th 6 months	\$31.32	\$25.49
		5th 6 months	\$33.93	\$26.36
		6th 6 months	\$36.54	\$27.24
		7th 6 months	\$39.15	\$28.81
		8th 6 months	\$41.76	\$28.99
		9th 6 months	\$44.37	\$29.87
		10th 6 months	\$44.37	\$29.87

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

<i>Area 3</i>	<i>Period</i>			
\$47.43	1st 6 months	40%	\$18.97	\$18.48
\$32.73	2nd 6 months	50%	\$23.72	\$18.48
	3rd 6 months	55%	\$26.09	\$26.32
	4th 6 months	60%	\$28.46	\$27.03
	5th 6 months	65%	\$30.83	\$27.74
	6th 6 months	70%	\$33.20	\$28.46
	7th 6 months	75%	\$35.57	\$29.17
	8th 6 months	80%	\$37.94	\$29.88
	9th 6 months	85%	\$40.32	\$30.59
	10th 6 months	90%	\$42.69	\$31.31

POWER EQUIPMENT OPERATOR

<i>Group 1</i>	<i>Period</i>			
\$48.90	1st	80%	\$39.12	\$8.10
\$15.85	2nd	85%	\$41.57	\$15.85
	3rd	90%	\$44.01	\$15.85
	4th	95%	\$46.46	\$15.85
<i>Group 1A</i>	<i>Period</i>			
\$51.06	1st	80%	\$40.85	\$8.10
\$15.85	2nd	85%	\$43.40	\$15.85
	3rd	90%	\$45.95	\$15.85
	4th	95%	\$48.51	\$15.85
<i>Group 1B</i>	<i>Period</i>			
\$53.22	1st	80%	\$42.58	\$8.10
\$15.85	2nd	85%	\$45.24	\$15.85
	3rd	90%	\$47.90	\$15.85
	4th	95%	\$50.56	\$15.85
<i>Group 2</i>	<i>Period</i>			
\$46.99	1st	80%	\$37.59	\$8.10
\$15.85	2nd	85%	\$39.94	\$15.85
	3rd	90%	\$42.29	\$15.85
	4th	95%	\$44.64	\$15.85
<i>Group 3</i>	<i>Period</i>			
\$45.84	1st	80%	\$36.67	\$8.10
\$15.85	2nd	85%	\$38.96	\$15.85
	3rd	90%	\$41.26	\$15.85
	4th	95%	\$43.55	\$15.85

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage / Hours	Base Hourly Rate	Fringe Rate
Journeyman Fringe Rate					
<u>POWER EQUIPMENT OPERATOR</u> (continued)					
	Group 4	Period			
\$43.26		1st	80%	\$34.61	\$8.10
\$15.85		2nd	85%	\$36.77	\$15.85
		3rd	90%	\$38.93	\$15.85
		4th	95%	\$41.10	\$15.85
	Group 5	Period			
\$42.02		1st	80%	\$33.62	\$8.10
\$15.85		2nd	85%	\$35.72	\$15.85
		3rd	90%	\$37.82	\$15.85
		4th	95%	\$39.92	\$15.85
	Group 6	Period			
\$38.80		1st	80%	\$31.04	\$8.10
\$15.85		2nd	85%	\$32.98	\$15.85
		3rd	90%	\$34.92	\$15.85
		4th	95%	\$36.86	\$15.85
	Area 1				
<u>ROOFER</u>					
\$36.23			60%	\$21.74	\$15.42
\$19.77			65%	\$23.55	\$15.42
			70%	\$25.36	\$15.42
			75%	\$27.17	\$19.77
			80%	\$28.98	\$19.77
			85%	\$30.79	\$19.77
			90%	\$32.61	\$19.77
			95%	\$34.42	\$19.77
	Handling Coal Tar Pitch				
\$39.85			60%	\$23.91	\$15.42
\$19.77			65%	\$25.90	\$15.42
			70%	\$27.90	\$15.42
			75%	\$29.89	\$19.77
			80%	\$31.88	\$19.77
			85%	\$33.87	\$19.77
			90%	\$35.87	\$19.77
			95%	\$37.86	\$19.77

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate	Percentage / Hours	Base Hourly Rate	Fringe Rate
ROOFER (continued)			
<i>Remove Fiberglass Insulation</i>			
\$39.85	60%	\$23.91	\$15.42
\$19.77	65%	\$25.90	\$15.42
	70%	\$27.90	\$15.42
	75%	\$29.89	\$19.77
	80%	\$31.88	\$19.77
	85%	\$33.87	\$19.77
	90%	\$35.87	\$19.77
	95%	\$37.86	\$19.77
Area 2			
\$30.87	60%	\$18.52	\$10.77
\$16.04	65%	\$20.07	\$10.77
	70%	\$21.61	\$10.77
	75%	\$23.15	\$16.04
	80%	\$24.70	\$16.04
	85%	\$26.24	\$16.04
	90%	\$27.78	\$16.04
	95%	\$29.33	\$16.04
<i>Handling Coal Tar Pitch</i>			
\$33.96	60%	\$20.38	\$10.77
\$16.04	65%	\$22.07	\$10.77
	70%	\$23.77	\$10.77
	75%	\$25.47	\$16.04
	80%	\$27.17	\$16.04
	85%	\$28.87	\$16.04
	90%	\$30.56	\$16.04
	95%	\$32.26	\$16.04
<i>Remove Fiberglass Insulation</i>			
\$33.96	60%	\$20.38	\$10.77
\$16.04	65%	\$22.07	\$10.77
	70%	\$23.77	\$10.77
	75%	\$25.47	\$16.04
	80%	\$27.17	\$16.04
	85%	\$28.87	\$16.04
	90%	\$30.56	\$16.04
	95%	\$32.26	\$16.04

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>ROOFER</u> (continued)				
	Area 4			
\$28.68		60%	\$17.21	\$13.26
\$13.26		70%	\$20.08	\$13.26
		80%	\$22.94	\$13.26
		85%	\$24.38	\$13.26
		90%	\$25.81	\$13.26
		95%	\$27.25	\$13.26
	Area 5			
\$28.85		60%	\$17.31	\$13.06
\$13.06		70%	\$20.20	\$13.06
		80%	\$23.08	\$13.06
		85%	\$24.52	\$13.06
		90%	\$25.97	\$13.06
		95%	\$27.41	\$13.06
<u>SHEET METAL WORKER</u>				
	Area 1			
\$42.30		50%	\$21.15	\$18.78
\$23.13		55%	\$23.27	\$18.97
		60%	\$25.38	\$19.17
		65%	\$27.50	\$19.36
		70%	\$29.61	\$19.56
		75%	\$31.73	\$19.75
		80%	\$33.84	\$19.95
		85%	\$35.96	\$20.14
		90%	\$38.07	\$20.34
	Area 2			
	Period			
\$28.00	1st 6 months	50%	\$14.00	\$15.95
\$19.54	2nd 6 months	50%	\$14.00	\$15.95
	3rd 6 months	55%	\$15.40	\$16.31
	4th 6 months	60%	\$16.80	\$16.66
	5th 6 months	65%	\$18.20	\$17.02
	6th 6 months	70%	\$19.60	\$17.37
	7th 6 months	75%	\$21.00	\$17.74
	8th 6 months	80%	\$22.40	\$18.10

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate	Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>SHEET METAL WORKER</u> (continued)			
Area 3			
\$41.35	50%	\$20.68	\$14.10
\$22.12	55%	\$22.74	\$15.44
	60%	\$24.81	\$17.46
	70%	\$28.95	\$18.72
	75%	\$31.01	\$19.94
	85%	\$35.15	\$21.35
Area 4			
\$34.98	50%	\$17.49	\$17.31
\$20.79	55%	\$19.24	\$17.44
	60%	\$20.99	\$17.58
	65%	\$22.74	\$17.71
	70%	\$24.49	\$17.85
	75%	\$26.24	\$17.98
	80%	\$27.98	\$18.12
	85%	\$29.73	\$18.25
	90%	\$31.48	\$18.39
Area 5			
\$35.30	50%	\$17.65	\$18.08
\$21.81	55%	\$19.42	\$18.21
	60%	\$21.18	\$18.35
	65%	\$22.95	\$18.48
	70%	\$24.71	\$18.62
	75%	\$26.48	\$18.75
	80%	\$28.24	\$18.89
	85%	\$30.01	\$19.02
	90%	\$31.77	\$19.16
Area 6			
\$29.74	50%	\$14.87	\$16.48
\$19.70	55%	\$16.36	\$16.61
	60%	\$17.84	\$16.75
	65%	\$19.33	\$16.88
	70%	\$20.82	\$17.02
	75%	\$22.31	\$17.15
	80%	\$23.79	\$17.29
	85%	\$25.28	\$17.42
	90%	\$26.77	\$17.56

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

SHEET METAL WORKER (continued)

Area 7

\$32.66		50%	\$16.33	\$17.03
\$19.44		55%	\$17.96	\$17.08
		60%	\$19.60	\$17.13
		65%	\$21.23	\$17.17
		70%	\$22.86	\$17.22
		75%	\$24.50	\$17.27
		80%	\$26.13	\$17.32
		85%	\$27.76	\$17.37
		90%	\$29.39	\$17.41

SOFT FLOOR LAYER

Period

\$33.75	1st 6 months	60%	\$20.25	\$7.77
\$19.25	2nd 6 months	65%	\$21.94	\$16.19
	3rd 6 months	70%	\$23.63	\$16.53
	4th 6 months	75%	\$25.31	\$16.87
	5th 6 months	80%	\$27.00	\$17.21
	6th 6 months	85%	\$28.69	\$17.56
	7th 6 months	90%	\$30.38	\$17.90
	8th 6 months	95%	\$32.06	\$18.24

SPRINKLER FITTER

Area 1

Class

\$40.71		1	45%	\$18.32	\$8.27
\$25.30		2	50%	\$20.36	\$8.27
		3	55%	\$22.39	\$19.22
		4	60%	\$24.43	\$19.22
		5	65%	\$26.46	\$19.47
		6	70%	\$28.50	\$19.47
		7	75%	\$30.53	\$19.47
		8	80%	\$32.57	\$19.47
		9	85%	\$34.60	\$19.47
		10	90%	\$36.64	\$19.47

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage / Hours	Base Hourly Rate	Fringe Rate
Journeyman Fringe Rate					
<u>SPRINKLER FITTER</u> (continued)					
	Area 2	Class			
\$34.82		1	45%	\$15.67	\$8.27
\$25.29		2	50%	\$17.41	\$8.27
		3	55%	\$19.15	\$19.22
		4	60%	\$20.89	\$19.22
		5	65%	\$22.63	\$19.47
		6	70%	\$24.37	\$19.47
		7	75%	\$26.12	\$19.47
		8	80%	\$27.86	\$19.47
		9	85%	\$29.60	\$19.47
		10	90%	\$31.34	\$19.47
<u>TENDERS TO MASON</u>					
\$34.89			63%	\$21.98	\$15.40
\$15.40			70%	\$24.42	\$15.40
			80%	\$27.91	\$15.40
			90%	\$31.40	\$15.40
<u>TENDERS TO PLASTERER</u>					
\$34.62			63%	\$21.81	\$15.40
\$15.40			70%	\$24.23	\$15.40
			80%	\$27.70	\$15.40
			90%	\$31.16	\$15.40
<u>TILE TERRAZZO SETTER</u>					
		Hours			
\$35.35		1-1000	50%	\$17.68	\$19.36
\$19.36		1000-2000	55%	\$19.44	\$19.36
		2000-3000	60%	\$21.21	\$19.36
		3000-4000	70%	\$24.75	\$19.36
		4000-5000	80%	\$28.28	\$19.36
		5000-6000	90%	\$31.82	\$19.36
<u>TILE TERRAZZO FINISHER</u>					
\$26.94			1-500 hrs	\$18.04	\$13.39
\$14.11			500-2000 hrs	\$22.06	\$13.39

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 1, 2021

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below, plus full zone pay if applicable. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
<u>TRUCK DRIVER</u>				
	Group 1			
\$29.33		60%	\$17.60	\$16.35
\$16.35		70%	\$20.53	\$16.35
		80%	\$23.46	\$16.35
		90%	\$26.40	\$16.35
	Group 2			
\$29.46		60%	\$17.68	\$16.35
\$16.35		70%	\$20.62	\$16.35
		80%	\$23.57	\$16.35
		90%	\$26.51	\$16.35
	Group 3			
\$29.60		60%	\$17.76	\$16.35
\$16.35		70%	\$20.72	\$16.35
		80%	\$23.68	\$16.35
		90%	\$26.64	\$16.35
	Group 4			
\$29.89		60%	\$17.93	\$16.35
\$16.35		70%	\$20.92	\$16.35
		80%	\$23.91	\$16.35
		90%	\$26.90	\$16.35
	Group 5			
\$30.13		60%	\$18.08	\$16.35
\$16.35		70%	\$21.09	\$16.35
		80%	\$24.10	\$16.35
		90%	\$27.12	\$16.35
	Group 6			
\$30.31		60%	\$18.19	\$16.35
\$16.35		70%	\$21.22	\$16.35
		80%	\$24.25	\$16.35
		90%	\$27.28	\$16.35
	Group 7			
\$30.53		60%	\$18.32	\$16.35
\$16.35		70%	\$21.37	\$16.35
		80%	\$24.42	\$16.35
		90%	\$27.48	\$16.35

TRADE

HOURLY HOURLY
BASE FRINGE
RATE RATE

TRADE

HOURLY HOURLY
BASE FRINGE
RATE RATE

POWER EQUIPMENT OPERATOR

ZONE 1



SCALE

0 10 MILES
[Scale bar with 5-mile increments]



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 673-0839.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Atilla, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
4.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
5.	Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217	November 24, 2020	November 23, 2023
6.	Angela Canell 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214	November 24, 2020	November 23, 2023
7.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
8.	CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave, Salem, OR 97304	December 11, 2020	November 6, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
9.	Jennifer Friedman 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
10.	Scott Friedman 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
11.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
12.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2018	July 20, 2021
13.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
14.	Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
15.	Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
16.	High-N-Shine Concrete Floor, Inc. 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 1, 2021**

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
24.	Pacific NW Drywall & Accoustics LLC aka Pacific NW Drywall & Accoustics 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
25.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
26.	Pacharee Polson 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
27.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
28.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
29.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
30.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
31.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
32.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
33.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
34.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
35.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
36.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

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



OREGON BUREAU OF LABOR & INDUSTRIES, PREVAILING WAGE RATE

INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM (WH-38)

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although the U.S. Department of Labor (US DOL) has not officially approved this form, it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The contractor must sign the certified statement, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and submit it with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the number of weeks the contractor performed work on the project.

Column 1 – NAME AND ADDRESS: Write the employee's full name on each payroll submitted. The employee's address must be included on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Oregon Bureau of Labor & Industries' (BOLI's) publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over eight (8) in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over ten (10) in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of OR Bureau of L&I's publication, "Prevailing Wage Rate Laws."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: ____ to ____." For example: 7:00 a.m. to 4:30 p.m.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. Enter the total number of straight time hours worked in the lower box ("ST"); enter the total number of overtime hours worked in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime

boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay, but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the project was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. Calculate this figure by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in OR L&I's publication, "Prevailing Wage Rate Laws."

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, perform the following check:

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,
 - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
 - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of OR Bureau of L&I's publication, Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE OREGON BUREAU OF LABOR & INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:
WWW.OREGON.GOV/BOLI**

PRIME CONTRACTOR SUBCONTRACTOR PAYROLL NO. _____ FINAL PAYROLL
 Business Name (DBA): _____ CCB Registration Number: _____
 Phone: (_____) _____

Project Name: _____ Type of Work: _____
 Street Address: _____ Project Number: _____ Project Location: _____
 Mailing Address: _____ Project County: _____

Date Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY

Public Contracting Agency Name: _____

Phone: (_____) _____
 Date Contract Specifications First Advertised for Bid: _____
 Contract Amount: _____

THIS SECTION FOR SUBCONTRACTORS ONLY

Subcontract Amount: _____
 Prime Contractor Business Name (DBA): _____
 Prime Contractor Phone: (_____) _____
 Prime Contractor's CCB Registration Number: _____
 Date You Began Work on the Project: _____

(1) NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	(2) CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)	(3) DAY AND DATE				(4) TOTAL HOURS	(5) HOURLY BASE RATE	(6) HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	(7) GROSS AMOUNT EARNED (see directions)	(8) ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	(9) NET WAGES PAID	(10) HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		HOURS WORKED EACH DAY											

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.
 WH-38 (Rev. 06/16)
THIS FORM CONTINUED ON REVERSE

CERTIFIED STATEMENT

Date: _____

1. _____ (NAME OF SIGNATORY PARTY) _____ (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

(CONTRACTOR, SUBCONTRACTOR OR SURETY)

on the _____ (BUILDING OR WORK) _____; that during the payroll period

commencing on the _____ day of _____ (MONTH) _____ (YEAR), and ending the _____ day

of _____ (MONTH) _____ (YEAR), all persons employed on said project have been paid the

full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(CONTRACTOR, SUBCONTRACTOR OR SURETY)

from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

(NAME AND TITLE)

(SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.**



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only: Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

PUBLIC AGENCIES: Please complete and mail this form to the Bureau of Labor & Industries (BOLI) at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to "Bureau of Labor and Industries." **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** BOLI may be unable to properly credit you for payment received without the following completed information.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ **PHONE:** () _____

PROJECT MANAGER NAME: _____ **PHONE:** () _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ **FEE AMOUNT DUE/PAID: \$** _____

If less than \$50K, is it part of a larger project? yes no

Contract amount x .001 = fee due

(Please duplicate this form for future use.)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only: Project DB #: _____
--

PUBLIC WORKS FEE ADJUSTMENT FORM

USE THIS FORM FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to the Bureau of Labor & Industries at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to "Bureau of Labor and Industries," or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE :**() _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____
or
REFUND DUE*: _____

*Final contract fee less initial fee paid

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



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only: Project DB #: _____
--

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION Agency Name: _____ Agency Division: _____ Agency # (if known): _____ Address: _____ City, State, Zip: _____ Email Address: _____ Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.) CONTRACT INFORMATION: Project Name: _____ Contract Name (if part of larger project): _____ Project #: _____ Contract #: _____ Project Manager Name: _____ Phone: _____ Fax: _____ Project Location (Street(s), City): _____ Project County: _____ Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____ OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____ Contract Amount: \$ _____ Is this contract part of a larger project? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, total project amount: \$ _____ If yes, INITIAL date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____ Will project use federal funds that require compliance with the Davis-Bacon Act? YES <input type="checkbox"/> NO <input type="checkbox"/> Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____
--

PRIME CONTRACTOR INFORMATION: Name: _____ Address: _____ City, State Zip: _____ Phone: _____ Construction Contractors Board Registration #: _____ Name of Bonding Company for Payment Bond: _____ Address: _____ Agent Name: _____ Phone: _____ Payment Bond #: _____

Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Notice of Public Works – Page 2

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the Project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type that uses \$750,000 or more of funds of a public agency).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency).

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a device, structure or mechanism that uses solar radiation on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, on real property that a public university listed in ORS 352.002 owns).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor & Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ (Name of State or Local Government Agency) _____ PAGE _____ OF _____

Project Number, if applicable	Project Name	Project Location	Estimated Total On-site Construction Costs	Work Performed by Contractor or Agency?

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record.

Use this form (WH-118) to list planned public improvements. Use form WH-119 (Public Improvement Project Cost Analysis) to report the agency's cost analysis.

Mail completed forms to:
 Prevailing Wage Rate Unit
 Bureau of Labor & Industries
 800 N.E. Oregon St., #1045
 Portland, OR 97232-2180

(Name of Agency Official)

(Signature of Agency Official)

The 2018 edition of the **Prevailing Wage Rate Laws Handbook** is now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing Oregon BOLI Labor & Industries at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, 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>.

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

-
- Please send me the 2018 edition of the **Prevailing Wage Rate Laws Handbook**.
 - Please add me to the mailing list to receive information about OR BOLI PWR seminars/webinars.
 - Please add me to the e-mailing list to receive information about OR BOLI PWR seminars/webinars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

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

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

OREGON BUREAU OF LABOR & INDUSTRIES
PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

SW Houtama Road Water Line Project

City of Pendleton proposes to complete all work described in these contract documents. City's construction inspection staff are aware of the procedures in this plan should buried cultural resources be found and identified during construction. If resources are found during construction that are considered eligible to the National Register of Historic Places and impacts cannot be avoided, then a treatment plan would be developed to mitigate for any impacts to the site. Additionally, the City will inform the Confederated Tribes of the Umatilla Indian Reservation about this project prior to construction commencing and will invite them to monitor construction activities at their own expense.

The Inadvertent Discovery Plan (IDP) should be followed if cultural materials including human remains are encountered during construction.

Protocol for coordination in the event of inadvertent discovery:

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A minimum 30 meter (98.424 feet) buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes (Confederated Tribes of the Umatilla Indian Reservation for this project) will also be notified.

Oregon State Police: Chris Allori 503-731-4717

CIS: Mitch Sparks 503-986-1067

Appropriate Tribes: As designated by CIS

SHPO: Dennis Griffin 503-986-0674, John Pouley 503-986-0675, or Matt Diederich 503-986-0577

- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911*. Do not speak with the media. Secure the location. Do not take photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery, and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

When to stop work:

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

Native American artifacts may include (but are not limited to):

- Flaked stone tools (arrowheads, knives scrapers etc.);
- Waste flakes that resulted from the construction of flaked stone tools;
- Ground stone tools like mortars and pestles;
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell;
- Human remains;
- Structural remains-wooden beams, post holes, fish weirs.

Euro-American artifacts may include (but are not limited to):

- Glass (from bottles, vessels, windows etc.);
- Ceramic (from dinnerware, vessels etc.);
- Metal (nails, drink/food cans, tobacco tins, industrial parts etc.);
- Building materials (bricks, shingles etc.);
- Building remains (foundations, architectural components etc.);
- Old wooden posts, pilings, or planks (these may be encountered above or below water);
- Remains of ships or sea-going vessels, marine hardware etc.;
- Old farm equipment may indicate historic resources in the area.
- Even what looks to be old garbage could very well be an important archaeological resource;

When in doubt, call it in!

Proceeding with Construction:

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or 'no work zones'.
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



PROPOSED WATERLINE CENTERLINE WITH ENGINEER'S STATIONING



NEW WATER LINE



EXISTING CASCADE NATURAL GAS (CNG) LINE



EXISTING COMMUNICATION LINES



EXISTING WATER LINES OR WATER SERVICES




EXISTING SANITARY SEWER LINES



EXISTING SANITARY SEWER MANHOLE

CONTRACTOR TO NOTE THAT ALL EXISTING UTILITIES SHOWN ARE APPROXIMATE LOCATIONS.
 CONTRACTOR RESPONSIBLE TO CALL 811 FOR LOCATES PRIOR TO ANY EXCAVATION AND SHALL
 POTHOLE ALL CROSSINGS FOR CONFIRMATION OF EXISTING UTILITY LOCATIONS.

General Notes

BAR IS ONE INCH ON ORIGINAL DRAWING.
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 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



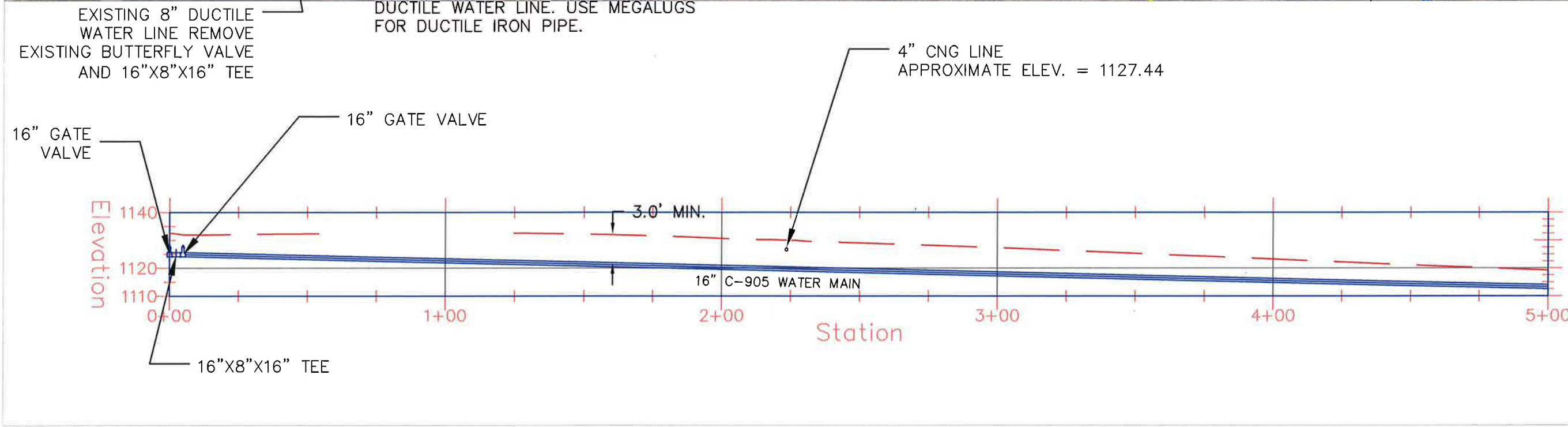
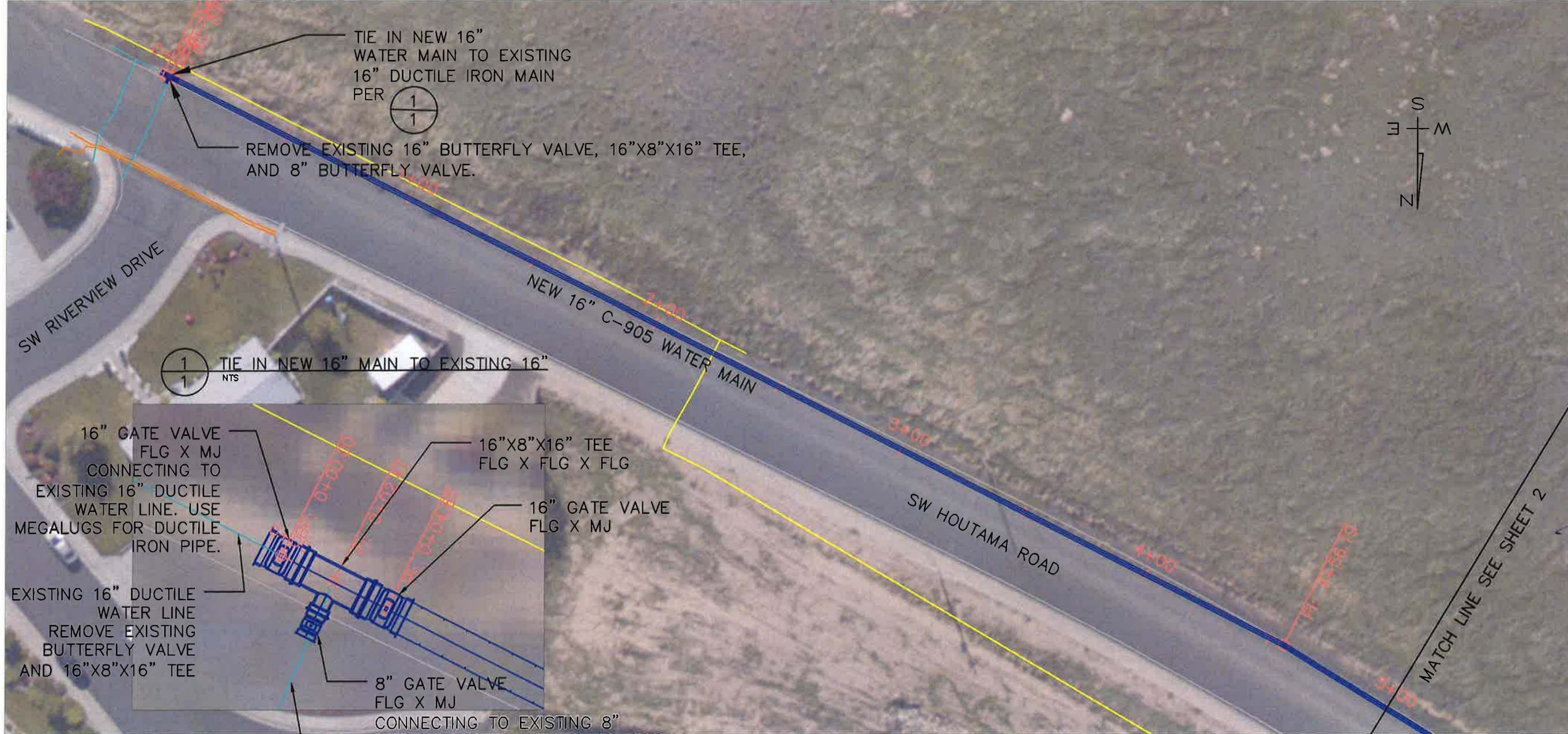
RENEWAL: 06/30/2022
 SIGNED: 04/27/2021

No.	Revision/Issue	Date

Firm Name and Address
 CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address
 SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet L1
Date JANUARY 2021	
Scale	



General Notes

NOTES:
 1) ALL FITTINGS SHALL BE RESTRAINED WITH EITHER THRUST BLOCKS OR BY USING RESTRAINED LENGTH. SEE STD DWG 407A-B, AND 408A-C.
 2) REQUIRED RESTRAINED PIPE JOINTS SHALL BE RESTRAINED USING BELL RESTRAINTS OR GASKETED RESTRAINTS (FIELD LOK GASKETS)

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REGISTERED PROFESSIONAL
 ENGINEER
 53,842
 OREGON
 JULY 21, 1998
 TIMOTHY M. SIMONS

RENEWAL: 06/30/2022
 SIGNED: 04/27/2021

No.	Revision/Issue	Date

Firm Name and Address
 CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address
 SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 1
Date MARCH 2021	
Scale 1" = 40'	




General Notes

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SIGNED: 04/27/2021

No.	Revision/Issue	Date

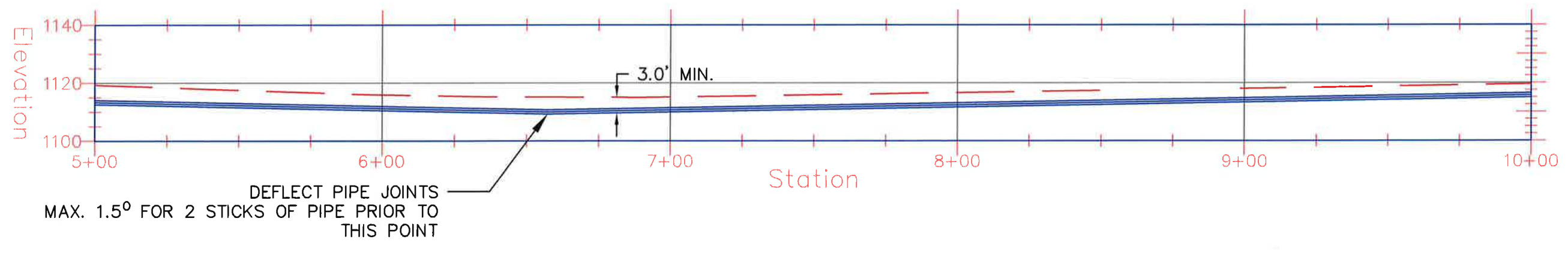
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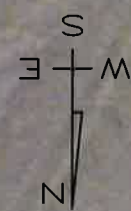
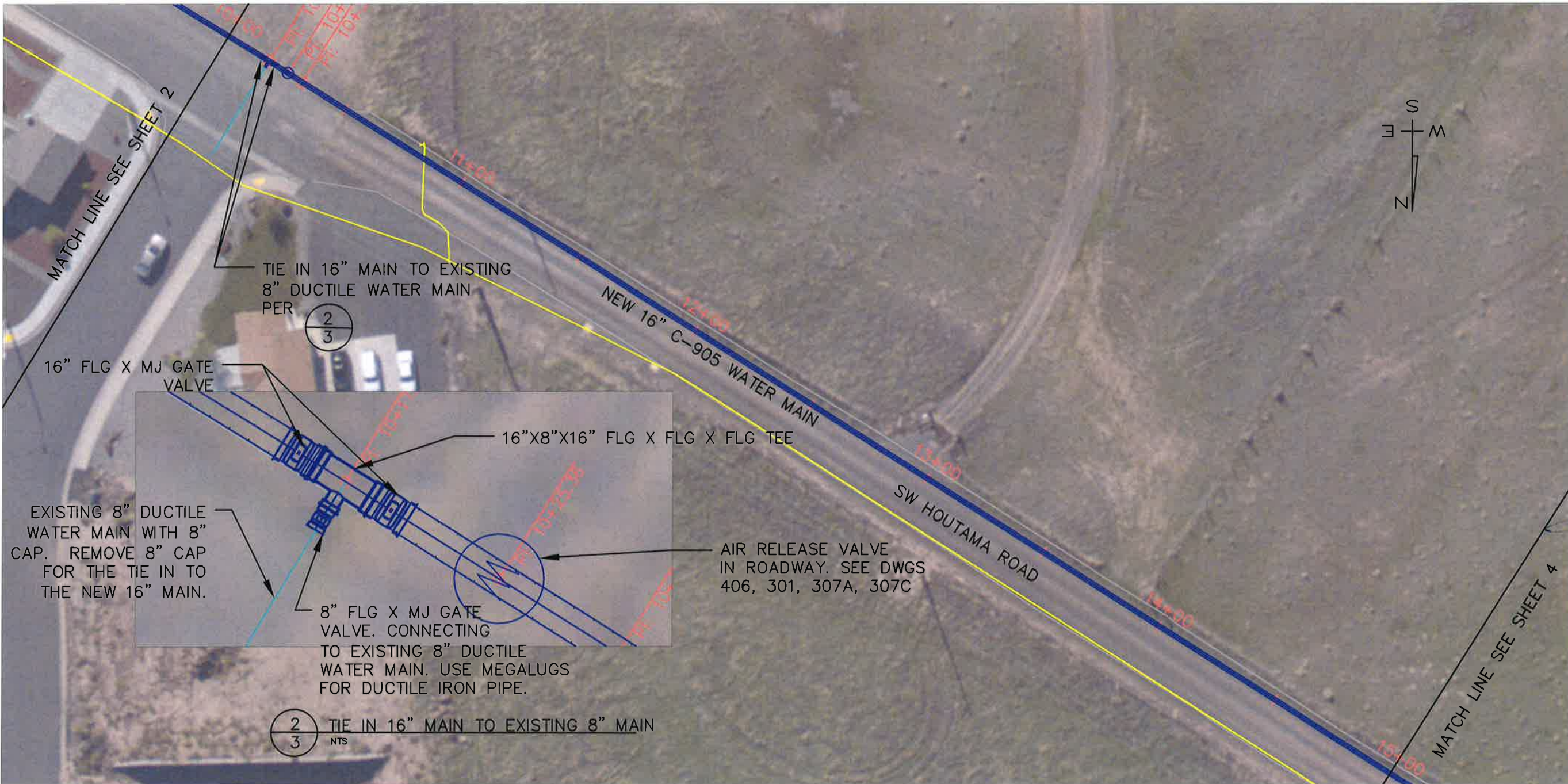
CITY OF PENDLETON
ENGINEERING DEPT
500 SW DORION AVE.
PENDLETON, OR 97801
(541) 966-0203

Project Name and Address

SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 2
Date MARCH 2021	
Scale 1" = 40'	





General Notes

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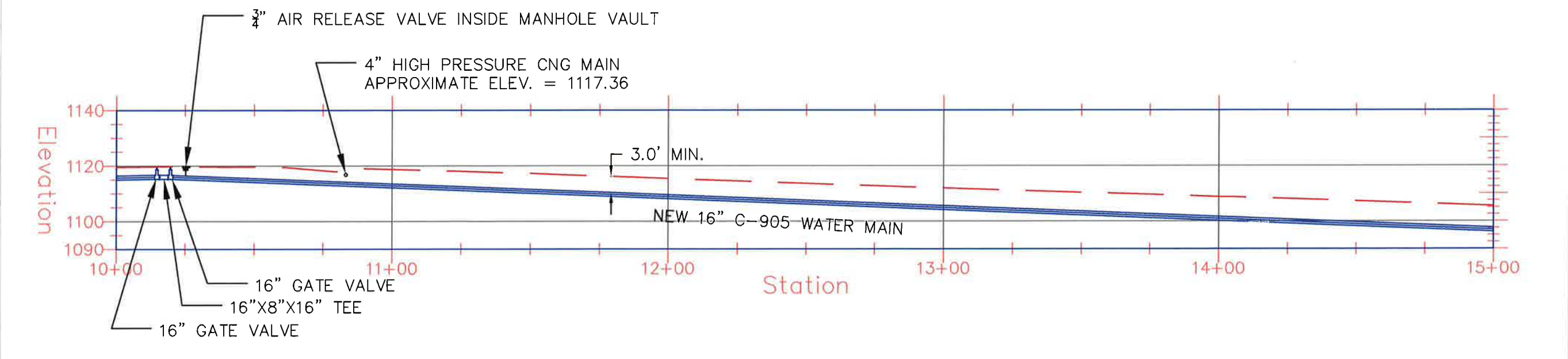
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SIGNED: 04/27/2021

No.	Revision/Issue	Date

Firm Name and Address:
CITY OF PENDLETON
ENGINEERING DEPT
500 SW DORION AVE.
PENDLETON, OR 97801
(541) 966-0203

Project Name and Address:
SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 3
Date MARCH 2021	
Scale 1" = 40'	





General Notes

NOTES:

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No.	Revision/Issue	Date

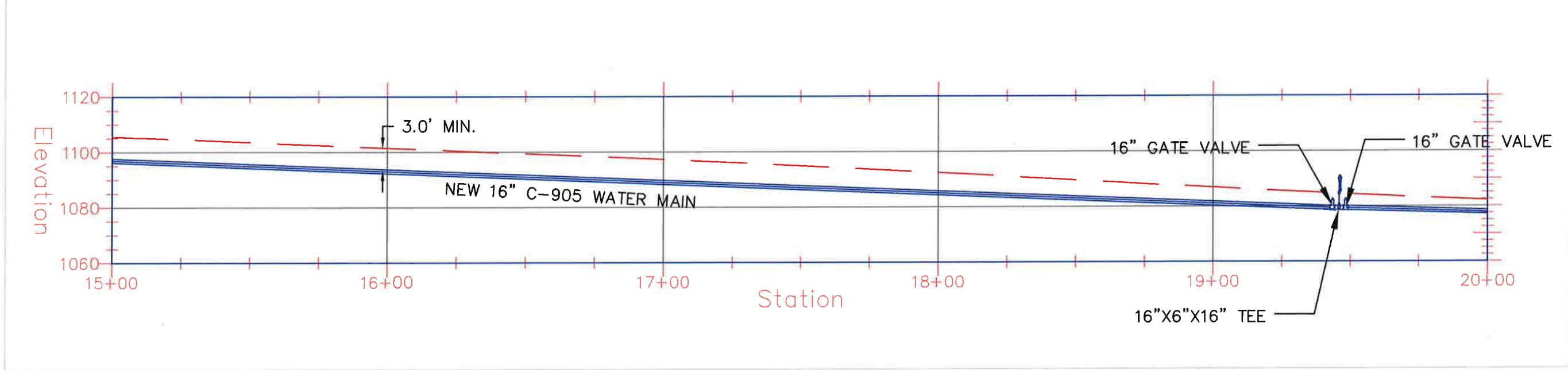
Firm Name and Address

CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address

SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	4
Date MARCH 2021	
Scale 1" = 40'	





General Notes

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REGISTERED PROFESSIONAL ENGINEER
 53,842
 OREGON
 JULY 21, 1998
 TIMOTHY M. SIMONS

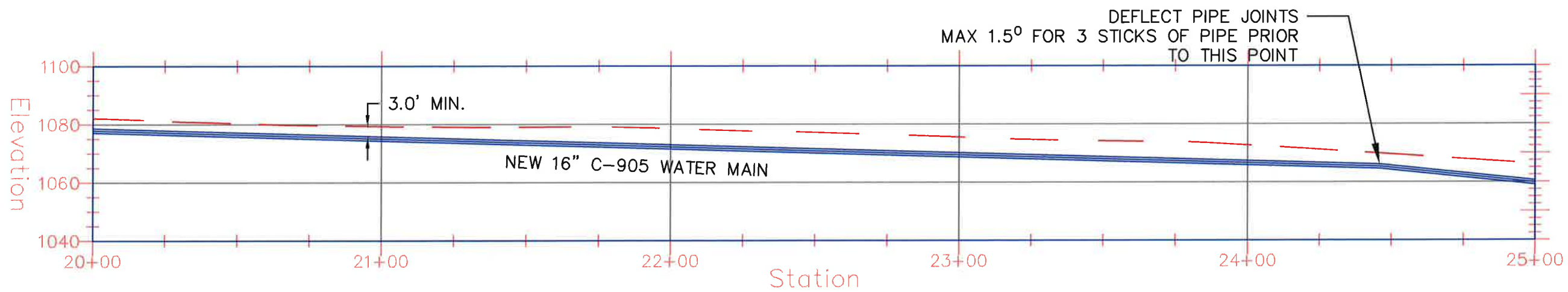
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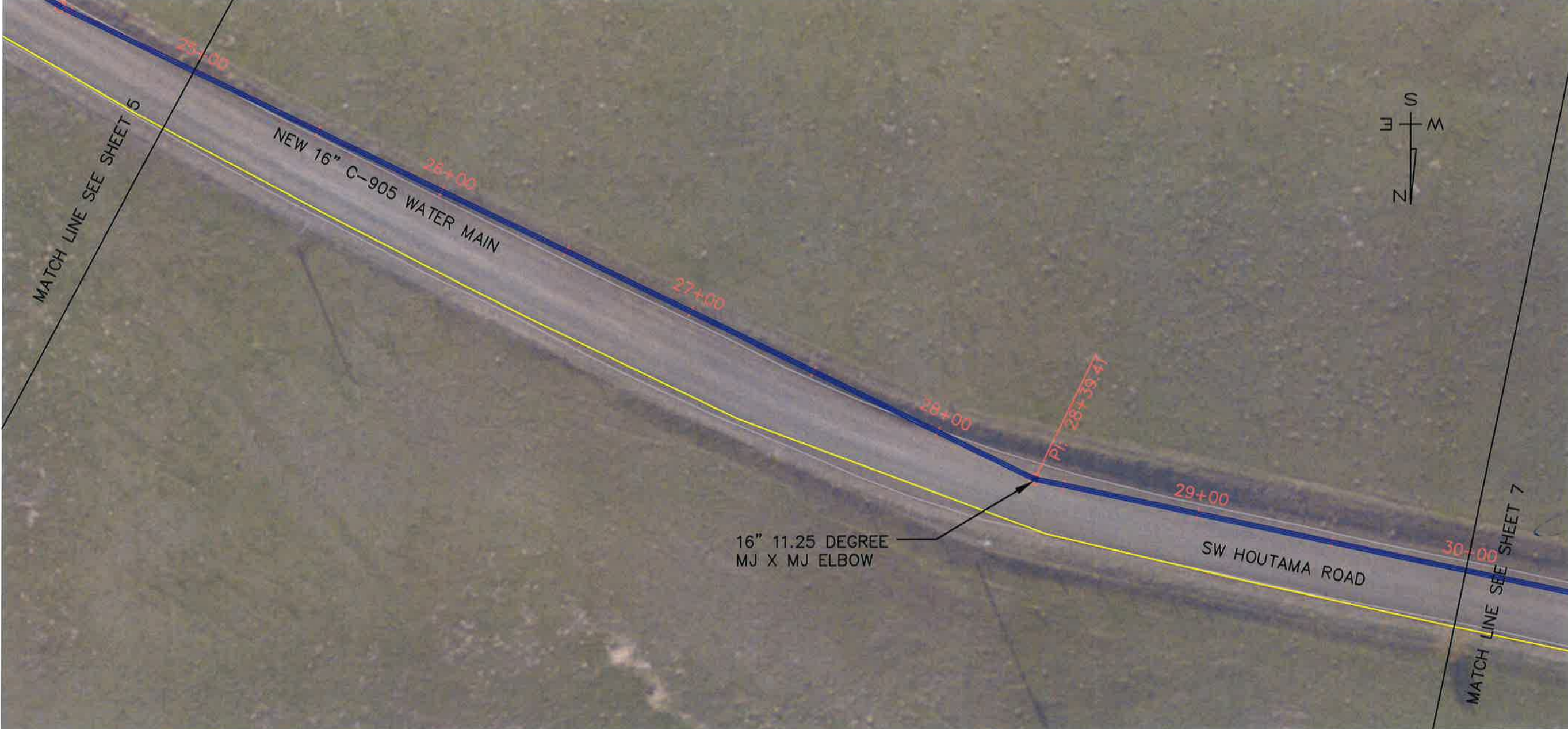
No.	Revision/Issue	Date

Firm Name and Address
 CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address
 SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 5
Date MARCH 2021	
Scale 1" = 40'	





General Notes

NOTES:
 1) ALL FITTINGS SHALL BE RESTRAINED WITH EITHER THRUST BLOCKS OR BY USING RESTRAINED LENGTH. SEE STD DWG 407A-B, AND 408A-C.
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No.	Revision/Issue	Date

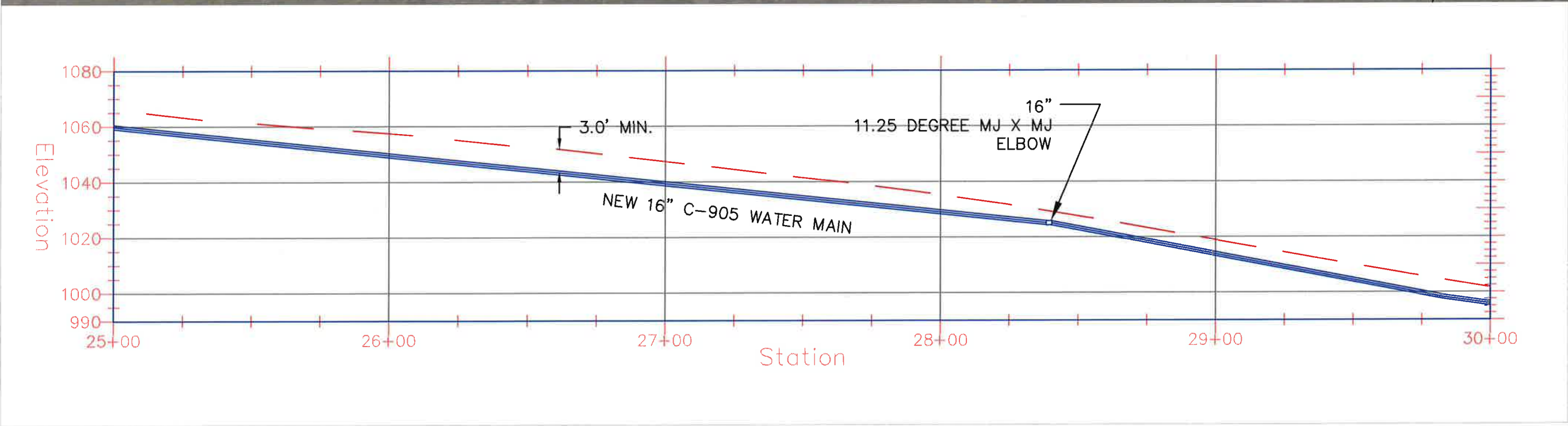
Firm Name and Address

CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address

SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 6
Date MARCH 2021	
Scale 1" = 40'	





General Notes

- NOTES:
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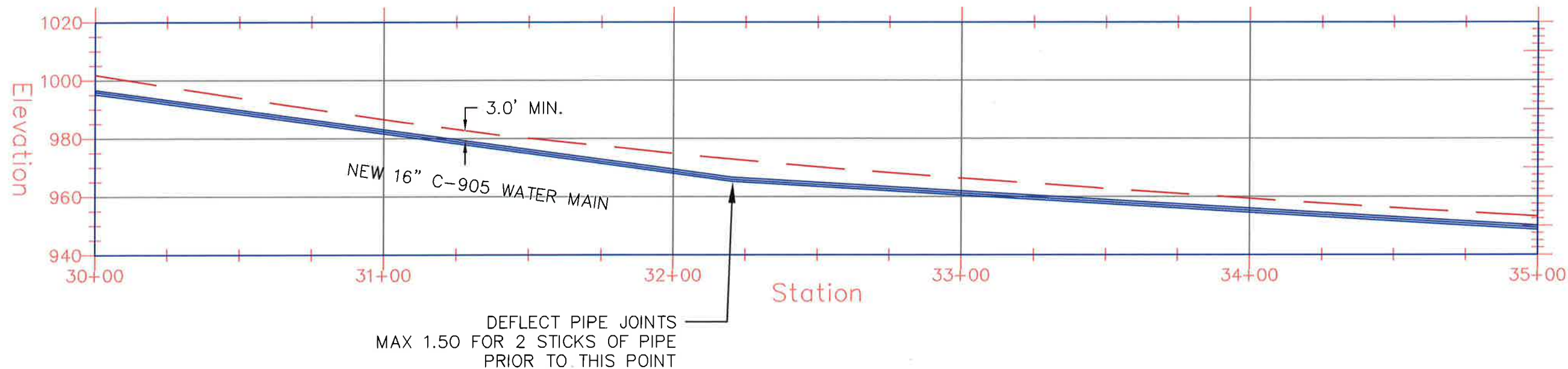
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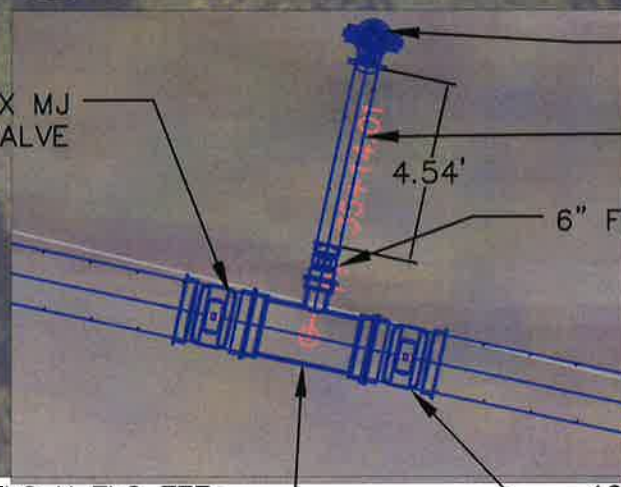
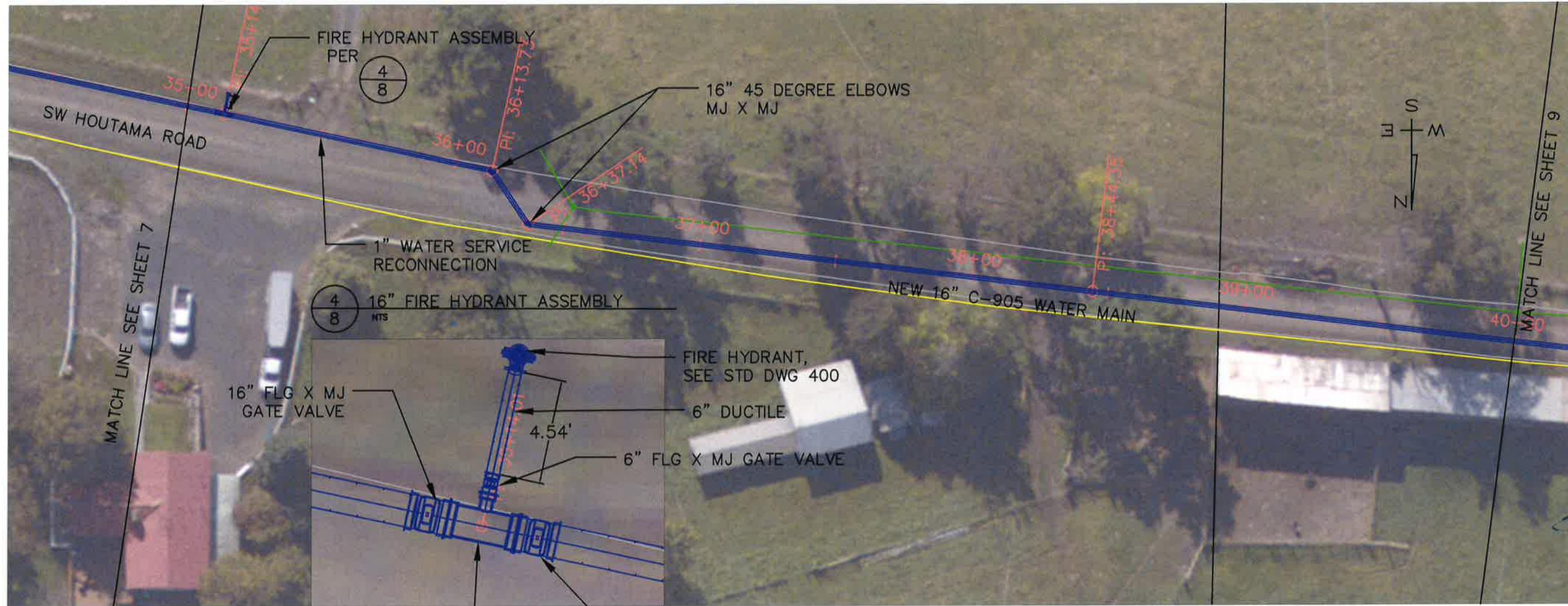
No.	Revision/Issue	Date

Firm Name and Address
 CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address
 SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 7
Date MARCH 2021	
Scale 1" = 40'	





General Notes

NOTES:

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No.	Revision/Issue	Date

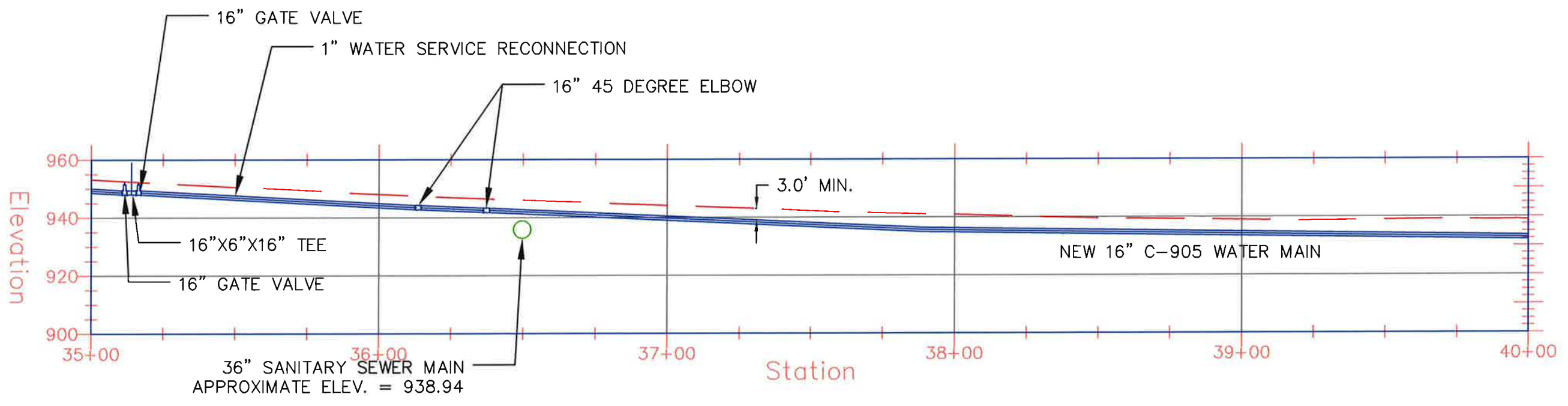
Firm Name and Address

CITY OF PENDLETON
 ENGINEERING DEPT
 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

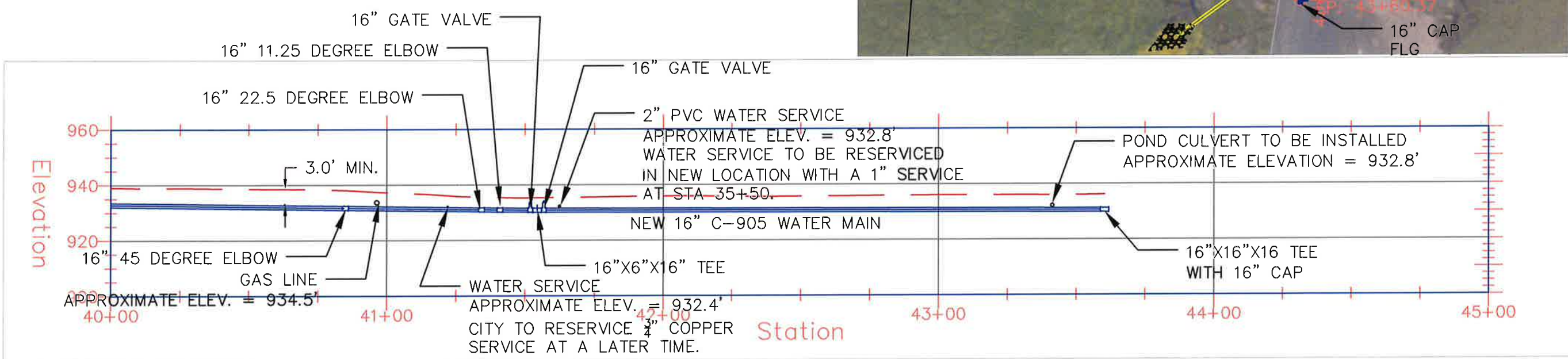
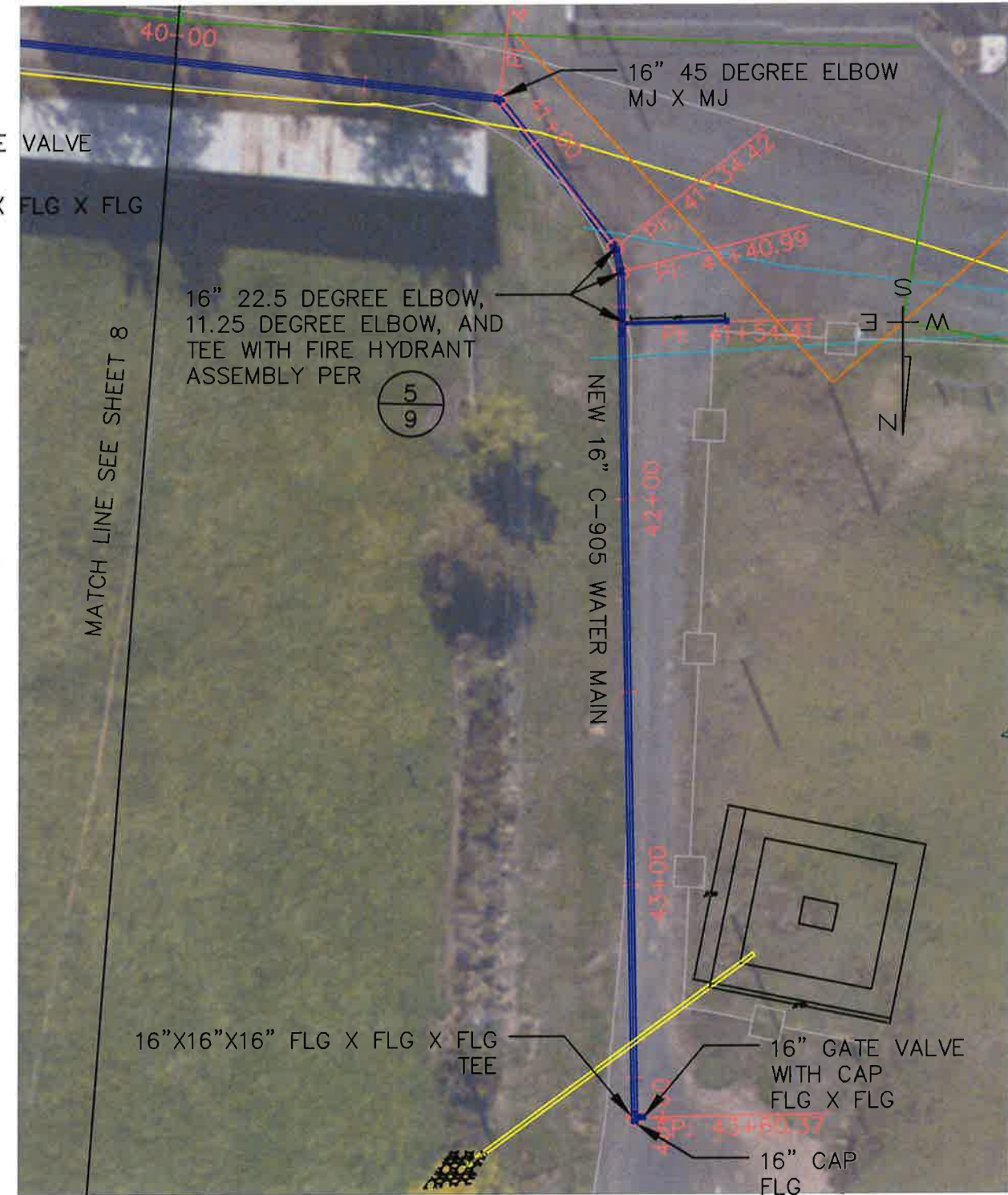
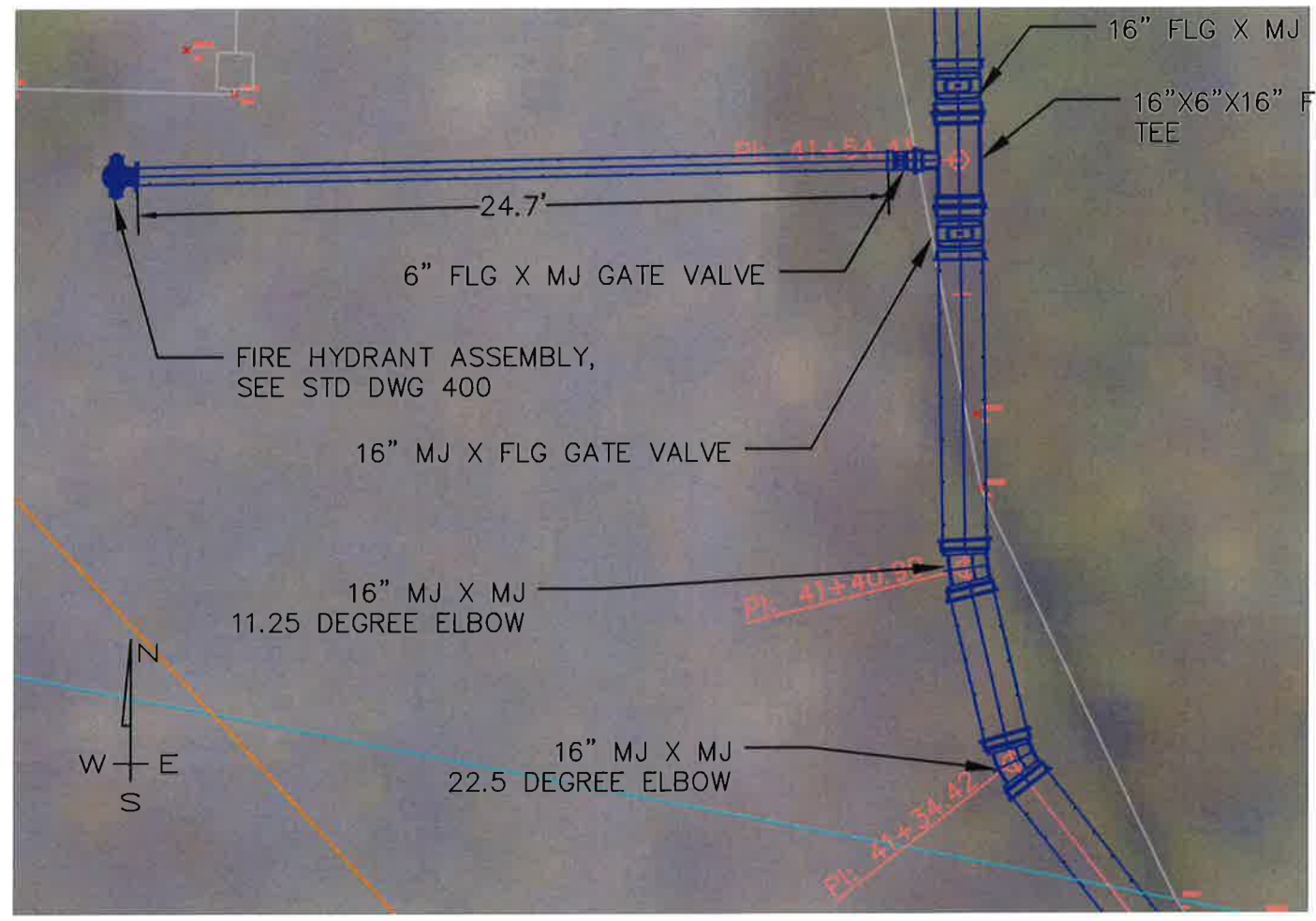
Project Name and Address

SW HOUTAMA ROAD WATER LINE PROJECT

Project SW HOUTAMA WATER	Sheet 8
Date MARCH 2021	
Scale 1" = 40'	



16" 22.5 DEGREE ELBOW, 11.25 DEGREE ELBOW, TEE WITH FIRE HYDRANT ASSEMBLY
 (5/9) NTS



General Notes

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Firm Name and Address

CITY OF PENDLETON
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 500 SW DORION AVE.
 PENDLETON, OR 97801
 (541) 966-0203

Project Name and Address

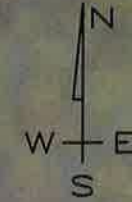
SW HOUTAMA ROAD WATER LINE PROJECT

Project	SW HOUTAMA WATER	Sheet	9
Date	MARCH 2021		
Scale	1" = 40'		

12" CORRUGATED HDPE DOUBLE WALLED SMOOTH INTERIOR CULVERT
IE OUT = 930.08'

EP. 43+60.00

CLASS 50 RIP RAP



NW CORNER OF POND
ELEVATION = 935.16'

NE CORNER OF POND
ELEVATION = 935.16'

48.0'

3:1

3:1

3:1

3:1

46.0'

12" CORRUGATED HDPE DOUBLE WALLED SMOOTH INTERIOR CULVERT
IE OUT = 933.0'

BOTTOM OF POND ELEVATION = 928.70'

SE CORNER OF POND
ELEVATION = 935.16'

SW CORNER OF POND
ELEVATION = 935.16'

General Notes

BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.

RENEWAL: 06/30/2022
SIGNED: 04/27/2021

No.	Revision/Issue	Date

Firm Name and Address

CITY OF PENDLETON
ENGINEERING DEPT
500 SW DORION AVE.
PENDLETON, OR 97801
(541) 966-0203

Project Name and Address

SW HOUTAMA ROAD WATER LINE PROJECT

Project	SW HOUTAMA WATER	Sheet	10
Date	MARCH 2021		
Scale	1" = 10'		