

CITY OF PENDLETON

Connector Road Waterlines Project



Expires: 12/31/24
Stamped: 11/9/23

This project is being financed by the Federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of local funds.

November 2023

Public Works Department
500 SW Dorion Avenue
Pendleton, OR 97801
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INVITATION TO BID

Sealed bids for the **Connector Road Waterlines Project** will be received by the City of Pendleton c/o Bob Patterson, Public Works Director, City of Pendleton, 500 SW Dorion Avenue, Pendleton, OR 97801 no later than **2:00 pm local time on the 7th day of December, 2023**, plainly marked "**Connector Road Waterlines Project**". **All bid documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected. Bids submitted after the above-specified date and time shall not be received or opened.**

Public bid opening will be available via Zoom or at the Community Room at City Hall rear entrance, 501 SW Emigrant Avenue, Pendleton, Oregon at **2:00 pm local time, Thursday, December 7, 2023**. **Contact the Public Works Director's office at 541 966-0202 or Jutta Haliewicz, jutta.haliewicz@ci.pendleton.or.us, 541 966-0240, for the Zoom link.**

Questions regarding this project in the pre-bid process can be directed to Bob Patterson, Public Works Director, bob.patterson@ci.pendleton.or.us, (541) 966-0202.

A copy of the bid documents are available for a **non-refundable fee of \$100.00** from the Public Works Director's Office located at the same address as above or by calling (541) 966-0202. Electronic bid documents are also available online at the **OregonBuys website: <https://oregonbuys.gov/bsa/view/login/login.xhtml>** or the City of Pendleton's website www.pendleton.or.us/rfps. Drawings and specifications may be examined at the City of Pendleton, Public Works Director's Office, same address as above. **Bid documents will be available until 5:00 pm, December 4, 2023.**

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 for the class of work included in this Bid Document in accordance with the laws of the State of Oregon, and all prequalification applications must be submitted to the City by 1:00 pm Wednesday, December 6, 2023, the day before the bid opening.

The City of Pendleton will not mail notice of Addenda, but will post notice of any Addenda on the OregonBuys website and the City's website (www.pendleton.or.us/rfps). Addenda may be downloaded off these websites and will be faxed or emailed to all bidders who have requested to be on the City's Planholders List. Contact jutta.haliewicz@ci.pendleton.or.us to be added to the list. Bidder's should frequently check the websites until bid closing.

Each Bid Proposal must be submitted on the prescribed form (Section 5.00) accompanied by a certified or cashier's 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, payable to the City of Pendleton, Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted.

All bidders must comply with Federal Davis-Bacon and Related Acts and ORS Chapter 279C requirements and pay applicable Oregon prevailing wage rates in effect on July 5, 2023, including any appropriate amendments, and apprenticeship rates, 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), or the applicable Federal Davis-Bacon Prevailing Wage Rates in effect on July 14, 2023, as determined by the U.S. Department of Labor, Wage and Hour Division (see <https://sam.gov/content/wage-determinations>), **whichever is higher. (See current rates in Sections 16.00 and 17.00) Work under this contract is funded by the Federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of local 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, subcontractors and non-construction companies working on public works projects, with a contract price that exceeds \$100,000, 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, 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 8.00)**

Each bidder must identify whether they are a resident bidder as defined in ORS 279A.120. (Preference for Oregon goods and services)

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>. (See form OR-NRB attached to the end of Special Conditions Section 14.00).

The Bidder 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 14.00). 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 by the second responsible bidder is seven (7) calendar days after the "Notice of Intent to Award" has been issued. Once the Notice of Intent to Award has been issued, bid submittal information will be available for public review.

Dated this 9th day of November, 2023.



Bob Patterson, Public Works Director

INFORMATION FOR BIDDERS

City of Pendleton, hereby referred to as Owner, will be completing work for construction of the **Connector Road Waterlines Project**.

Funding is fully realized through the Federal Safe Drinking Water Revolving Loan Fund (SDWRLF) administered by Business Oregon. City of Pendleton has been granted a waiver for Build America, Buy American (BABA) requirements. American Iron & Steel (AIS) requirements and certification requiring iron and steel products that are produced in the United States still apply. With the granting of the BABA waiver, Business Oregon and US EPA still require a description of significant manufactured products or construction materials (up to 10 items) likely subject to BABA provisions. City requires successful Bidder to provide this information as part of the work. City of Pendleton is the first funding awardee to receive a BABA waiver from Business Oregon.

Public Notice for the project closed on Tuesday, November 7, 2023. Agency items had been previously addressed. No comments were received from the general public.

Bids are expected to be opened **2:00 pm local time, Thursday, December 7, 2023**. Bid award, with seven (7)-day notice of intent to award declaration, will likely take place on Tuesday, December 19, 2023, at the regularly scheduled City Council meeting.

City staff will be available at the Water Filtration Plant, 1001 Goad Road, Pendleton, from Monday, November 27th, to noon Friday, December 1st, to answer questions and review the site. Tim Smith, 541.379.1195 (cell), or Scott Roe, 541.969.3148 (cell), can be contacted for scheduling a site visit. There will be no pre-bid meeting for this project. Adjoining property owner information will be available for contact and coordination for the project. Adjoining property owners may be able to accommodate disposal of grubbed material. Contractor to broker directly with owner(s).

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

Schedule A: 30-inch diameter transfer waterline: Furnish and install either Class 52 ductile iron or C900 PVC waterline for about 783-feet restrained and 4,128-feet non-restrained. Includes various ductile iron fittings, air relief vacuum, and buried valves. Connections to existing facilities will be made at the High Level Pump Station located at the Water Filtration Plant campus and an existing 24-inch ductile iron water line near the east end of existing SE Kirk Avenue. Work will include abandonment of existing 24-inch and 30-inch diameter concrete pipe waterline. The new transfer waterline will replace a 1912 vintage concrete waterline.

Schedule B: 18-inch diameter domestic waterline: Furnish and install either Class 52 ductile iron or C900 PVC water for about 1,803-feet restrained and 4,436-feet non-restrained. Also includes future development stub-out locations consisting of 12-inch diameter for about 145-feet restrained and 220-feet non-restrained. Includes various ductile iron fittings, air relief, and buried valves. Connections to existing facilities will be made to 12-inch waterline in Hwy 11 / SE Kirk Avenue intersection, High Level Pump Station, and future East End Booster Pump Station (EEBPS). EEBPS has been awarded and this work will include connection at ROW along the site of the EEBPS property. New domestic waterline will provide capacity to serve 250-acres of future development and existing customer peak demands from the new booster pump station.

NOTE: 12-inch future development stub-out shown at Sta K47+00 on waterline Sheet C-10 will move to about Sta K48+80 for actual installation. Tentative Plat approval is in process and anticipated for February/March 2024. City staff will verify location prior to ground-breaking.

Schedule C: Earthwork: Construct an arterial road to subgrade for installation of the waterlines from Sta K2+00 to K51+00 for installation of the waterlines. City secured all ROW for the project and formed a reimbursement district in May 2023. Final construction of the arterial roadway will be completed based on development within the reimbursement district.

Drawing sets: Consor North America completed the drawing set for Schedule A & B. Anderson-Perry completed the drawing set for Schedule C.

Technical Specifications include all information for all schedules.

All proposed piping has a minimum 30-inch of cover from top of pipe to the proposed bottom of roadway subgrade. Otherwise, when not in the roadway, proposed piping has a minimum 36-inch of cover from top of pipe to finish grade.

Contractor is responsible for securing 1200C stormwater permit with Oregon Department of Environmental Quality (ODOE). Erosion & Sediment Control Plan (ESCP) developed by Consor is shown in Sheet ESC-1, -2, -3, -4, & -5 in the drawing set.

City is responsible for highway waterline permit with Oregon Department of Transportation (ODOT) District 12 office.

City will provide required Business Oregon 4-foot x 8-foot project signage. Contractor is responsible for installation at Hwy 11 / SE Kirk Avenue intersection.

City desires the entire work to be completed by August 30, 2024. This is a Federal Safe Drinking Water Revolving Loan Fund project; thus, American Iron and Steel (AIS) compliance is required.

Liquidated Damages:

Connector Road Waterlines Project shall be completed no later than **August 30, 2024**. Liquidated damages shall be paid to 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 or by **August 30, 2024**.

Standard liquidated damages language for overall project is found in Section 5.00: Bid Proposal and Section 9.00: Contract.

Engineer's estimate:

\$3,090,000: Schedule A: 30-inch transfer water line

\$2,175,000: Schedule B: 18-inch domestic water line

\$ 835,000: Schedule C: Earthwork (Road Subgrade)

\$6,100,000: Total

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 **(December 7, 2023)** and time (2:00 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 Loan Fund (SDWRLF) Form – see Section 2.00
- Bid Proposal Form – signed by company representative having authority to submit bids – see Section 5.00
- Bidders Qualifications – see Section 6.00
- Bid Bond/Security (5%) in form of certified or cashier’s check drawn from an Oregon Bank – see Section 7.00
- Acknowledgement of ALL Addenda
- Non-Collusion Affidavit (signed by company representative and notarized) – see Section 11.00
- First-Tier Subcontractor Disclosure Form (must be submitted by Disclosure Deadline Date and Time) - see form included in Section 14.00

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 ten (10) calendar days of award date of contract:

- Three original signed contracts (to be provided by City)
- Copy of Statutory Public Works Bond
- Performance and Payment Bond
- Certificate of Liability Insurance
- Oregon Nonresident Bidder Form (if applicable)
- IRS Form W-9
- Construction Schedule
- Schedule of Submittals
- Schedule of Values
- **Wage Rate Worksheet** - indicating BOLI and Davis-Bacon Rates used for this project, **highest of two being paid** (example worksheet attached)

Safe Drinking Water Revolving Loan Fund (Business Oregon) Forms:

After 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 Worksheets (contractor and subcontractors) - provide at pre-con mtg or prior to submitting Certified Payroll Reports
- BOLI Certification of Registered Apprentice (if apprentices are used)

During Construction:

- Ensure SDWRLF 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 and abuse)
- Assist City in filling out Procurement of Disadvantaged Business Enterprises Form (Quarterly)

EXAMPLE WAGE RATE COMPARISON WORKSHEET

CLASSIFICATION	BOLI REGION RATE		BOLI APPENDIX RATE		FEDERAL WAGE DETERMINATION		AUTO DATA CELL	
	WAGE	FRINGE	WAGE W/ZONE	FRINGE	WAGE W/ZONE	FRINGE	HIGHEST	COMBINED RATE
LABORER Group 1			\$29.70	\$13.82	\$21.05	\$4.38	BOLI APPENDIX RATE	
LABORER Group 2			\$30.81	\$13.82	\$23.88	\$7.45	BOLI APPENDIX RATE	
LABORER Group 3			\$25.77	\$13.82	\$19.31	\$5.31	BOLI APPENDIX RATE	
DUMP TRUCK DRIVER			\$22.25	\$6.74	\$23.79	\$5.95	FEDERAL WAGE DETER	
WATER TRUCK DRIVER			\$22.25	\$6.74	\$26.12	\$6.53	FEDERAL WAGE DETER	

MEMORANDUM

October 12, 2023

TO: Project File S23017
FROM: Jon Unger, Infrastructure Programs Manager
SUBJECT: Approved Build America, Buy America Adjustment Period Waiver – Project S23017, City of Pendleton

On April 7, 2023, the Oregon Infrastructure Finance Authority approved a Bipartisan Infrastructure Law (BIL) Drinking Water State Revolving Fund (DWSRF) award of \$6,901,320 for the City of Pendleton (project S23017) through the Safe Drinking Water Revolving Loan Fund (SDWRLF). The funding award is subject to the Build America, Buy America Act (BABA) that established domestic sourcing requirements for federal financial assistance programs, including those for water infrastructure.

On September 2, 2022, EPA granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects to be financed by the DWSRF that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements.

On September 11, 2023, the City of Pendleton provided documentation demonstrating that design initiation associated with project S23017 took place prior to May 14, 2022, resulting in applicability of the Build America, Buy America Adjustment Period Waiver for project S23017.

Associated documentation for this waiver and a log of BABA Adjustment Period Waivers approved to date are found in the SDWRLF program file.

Cc:
City of Pendleton

Construction Contract Requirements for Recipients of Safe Drinking Water

Bipartisan Infrastructure Law financing

- SAM Registration is required for all entities that enter into direct contracts with the recipients of Safe Drinking Water Revolving Loan funds. SAM Registration Link:** <https://www.sam.gov/SAM/>

NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed

SAM.Gov Registration expiration date: Click or tap here to enter text.

Entity UEI Number: Click or tap here to enter text.

Language in the provided clauses to be included verbatim in construction contracts according to any accompanying instructions.

Clauses required in all Contracts

- Termination for Cause and for Convenience & Breach of Contract** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)

“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.”

- Equal Employment Opportunity** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)

“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).”

- Procurement of Recovered Materials** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)

“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.”

- Whistleblower** (language to be included in all construction contracts and subcontracts)

“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).”

- Source of Funds** (language to be included in all construction contracts and subcontracts)

“Work under this contract is funded by the Bipartisan Infrastructure Law awarded by EPA through Business Oregon and The Oregon Health Authority.”

- Suspension and Debarment** (language to be included in all construction contracts and subcontracts)

“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”.”

- Copeland “Anti-Kickback” Act** (language to be included in all construction contracts and subcontracts)

“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).”

- Intellectual Property** (language to be included in all construction contracts and subcontracts:)

“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.”

- Inspections; Information** (language to be included in all construction contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow [*insert name of water system Owner*], 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.

- Disadvantaged Business Enterprises** (language to be included in all construction contracts and subcontracts:)

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.

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

“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.

(Include the following forms, found in the Business Oregon Preconstruction Packet:)

- *DBE Six Good Faith Efforts and Form*

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

(language to be included in all construction contracts and subcontracts:)

“As required by [2 CFR 200.216](#), federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.”

American Iron and Steel

(language to be included in all construction contracts and subcontracts:)

“The Contractor acknowledges to and for the benefit of the *[insert name of water system Owner]* (“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."

Build America Buy America Act (BABA)

(language to be included in all construction contracts and subcontracts:)

"The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements 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 Build America, Buy America Requirements, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, any damages owed to the State by the Owner). If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of its project, the Owner 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.

Federal Labor Standards (language to be included in all construction contracts and subcontracts.)

NOTE: Oregon Bureau of Labor and Industries (BOLI) prevailing wage requirements apply to public entities for projects over \$50,000 and private entities for projects that utilize more than \$750,000 of public funds.

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” (if applicable) 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 Business Oregon. 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 (a)(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.dol.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 DB 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 DB 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 (a)(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 (a)(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 (a)(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 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.

Additional Clauses for Contracts greater than \$100,000

Construction contracts and subcontracts greater than \$100,000 must include all clauses listed above in addition to the clauses listed below

Federal Labor Standards

4. 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 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB 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 DB 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 DB.

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 DB 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 DB. 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 DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

Environmental and Natural Resource Laws (include the following language in all construction contracts and subcontracts in excess of \$100,000:)

“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).

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- 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 subrecipients 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.

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.

Bidders must be prequalified for the class of work included in the bid documents. **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 Public Works Director's Office. All prequalification applications must be submitted to the City and paid for by **1:00 pm the day before the bid opening date.**

Upon request, this application is available to you through this office at 541 966-0202 or online at <https://pendleton.or.us/cdev/page/prequalification-application-2024> for your use in prequalification for this work.

The application can be emailed to the Public Works Secretary at jutta.haliewicz@ci.pendleton.or.us, and **payment of the application fee can be made online using the following link:**
https://www.municipalonlinepayments.com/pendletonor/easypay/cyPtKllh7kmoihtGLpT_bg/contractors-pre-qualification

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 (s)he has carefully examined the Contract Documents for the construction of the proposed improvements, and has personally inspected the site, and 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, Bidder 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 thereunder.

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 August 30, 2024**. 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 (**December 7, 2023**) and time (**2:00 pm**) 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:**

- **Safe Drinking Water Revolving Loan Fund (SDWRLF) form – see Section 2.00**
 - **Certification Regarding Lobbying**
- **Bid Proposal form - signed by company representative having authority to submit bids – see Section 5.00**
- **Bidder's Qualifications – see Section 6.00**
- **Bid Bond/Security (5%) in form of certified or cashier's check drawn from an Oregon Bank – see Section 7.00**
- **Acknowledgement of ALL Addenda, if any**
- **Non-Collusion Affidavit (signed by company representative and notarized) - see Section 11.00**

Document to be submitted by Disclosure Deadline Date and Time:

- **First-Tier Subcontractor Disclosure Form – see end of Section 14.00 (Special Conditions)**

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

- Prequalification application and payment must be submitted by **1:00 pm** the day before the bid opening (**bid opening date: December 7, 2023**)
- Bidders shall use only the Bid Proposal form provided in this Contract Document. A bid amount shall be submitted in the appropriate place for each Item for which a Bid is being submitted. 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.
- Bid will be awarded based on grand total bid amount.
- 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/rfps) and the OregonBuys website (<https://oregonbuys.gov/bsoview/login/login.xhtml>). Addenda may be downloaded off website and will be faxed/emailed to all bidders who have notified City to request their firm be placed on the Planholders list. Contact jutta.haliewicz@ci.pendleton.or.us to be added to the List. Bidders should frequently check the websites 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's 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 11.00)**
- **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 14.00) 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 extension for completion date. The Owner, at its sole discretion, reserves the right to select the Bid(s) most beneficial to the City of Pendleton.

CONNECTOR ROAD WATERLINES PROJECT

TIME OF COMPLETION: No later than August 30, 2024					
Schedule A - 30-inch Diameter Transfer Water Line					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
A-1	Mobilization, bonds, insurance, and demobilization	1	LS		
A-2	Traffic control	1	LS		
A-3	Erosion control	1	LS		
A-4	Construction survey and staking	1	LS		
A-5	Furnish and install Class 52 ductile iron pipe / C900 PVC (select pipe material) with Class B (imported granular material) trench backfill:				
	a. 30-inch diameter, restrained	783	LF		
	b. 30-inch diameter, non-restrained	4,128	LF		
A-6	Furnish and install ductile iron fittings:				
	a. 30-inch diameter 90° bend, MJ	3	EA		
	b. 30-inch diameter 45° bend, MJ	6	EA		
	c. 30-inch diameter 22.5° bend, MJ	3	EA		
	d. 30-inch diameter 11.25° bend, MJ	12	EA		
	e. 30-inch by 24-inch diameter reducer, MJ	2	EA		
	f. 30-inch by 6-inch diameter tee, MJ	3	EA		
	g. 24-inch diameter 90° bend, MJ	1	EA		
	h. 24-inch diameter 45° bend, MJ	1	EA		
	i. 24-inch by 12-inch diameter reducer, MJ	1	EA		
A-7	Furnish and install buried valves:				
	a. 24-inch diameter BFV, MJ	1	EA		
A-8	Furnish and install 4-inch diameter combination air release vacuum (CARV) assemblies	2	EA		
A-9	Furnish and install 4-inch diameter blow-off assemblies	1	EA		
A-10	Furnish and install Flow Meter Vault, complete	1	LS		
A-11	Connections to existing water system piping:				
	a. Connection to existing 24-inch diameter water main at the east end of SE Kirk Ave	1	EA		
	b. Connection to existing 24-inch diameter High Level Pump Station discharge line	1	EA		
A-12	Additional cost for overexcavation and select backfill material for unsuitable trench conditions	50	CY		
A-13	Additional cost for utility trench excavation, hauling, disposal, and backfill, STA A11+80 to A12+05, STA A43+00 to A54+00, and STA A59+00 to A59+90	560	CY		
A-14	Hydrostatic testing, flushing, and disinfection of water mains	1	LS		

CONNECTOR ROAD WATERLINES PROJECT

A-15	Abandon-in-place existing 24-inch and 30-inch diameter asphaltic concrete pipe waterline, cut and plug with grout	230	CY		
A-16	Abandon and remove existing ductile iron waterline at High Level Pump Station site	81	LF		
SUBTOTAL SCHEDULE A:					

Schedule B - 18-inch Diameter Domestic Water Line					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
B-1	Mobilization, bonds, insurance, and demobilization	1	LS		
B-2	Traffic control	1	LS		
B-3	Erosion control	1	LS		
B-4	Construction survey and staking	1	LS		
B-5	Furnish and install Class 52 ductile iron pipe / C900 PVC (select pipe material) with Class B (imported granular material) trench backfill:				
	a. 18-inch diameter, restrained	1,803	LF		
	b. 18-inch diameter, non-restrained	4,436	LF		
	c. 12-inch diameter, restrained	145	LF		
	d. 12-inch diameter, non-restrained	220	LF		
	e. 4-inch diameter, restrained	36	LF		
B-6	Furnish and install ductile iron fittings:				
	a. 18-inch diameter 90° bend, MJ	1	EA		
	b. 18-inch diameter 45° bend, MJ	6	EA		
	c. 18-inch diameter 22.5° bend, MJ	6	EA		
	d. 18-inch diameter 11.25° bend, MJ	15	EA		
	e. 18-inch diameter long sleeve, MJ	1	EA		
	f. 18-inch by 12-inch diameter tee, MJ	4	EA		
	g. 18-inch by 12-inch diameter cross, MJ	2	EA		
	h. 18-inch by 12-inch diameter reducer, MJ	2	EA		
	i. 12-inch diameter 90° bend, MJ	2	EA		
	j. 12-inch diameter 45° bend, MJ	4	EA		
	k. 12-inch diameter long sleeve, MJ	1	EA		
	l. 12-inch diameter cap, MJ	7	EA		
	m. 2-inch diameter tee, FLG	1	EA		
n. 12-inch by 6-inch diameter tee, MJxFLG	1	EA			

CONNECTOR ROAD WATERLINES PROJECT

B-6	o. 12-inch by 4-inch diameter tee, MJ	1	EA		
	p. 4-inch diameter 90° bend, MJ	1	EA		
	q. 4-inch by 3-inch diameter reducer, MJ	1	EA		
	r. 3-inch diameter tee, MJ	1	EA		
B-7	Furnish and install buried valves:				
	a. 18-inch diameter BFV, MJ	7	EA		
	b. 18-inch diameter BFV, FLGxMJ	1	EA		
	c. 12-inch diameter GV, MJ	8	EA		
	d. 12-inch diameter GV, FLGxMJ	2	EA		
	e. 6-inch diameter GV, MJxFLG	1	EA		
	f. 4-inch diameter GV, MJ	3	EA		
B-8	Furnish and install 3/4-inch diameter air release valve (ARV) assemblies	3	EA		
B-9	Furnish and install 4-inch diameter blow-off assemblies	1	EA		
B-10	Furnish and install fire hydrant assemblies	1	EA		
B-11	Connections to existing water system piping:				
	a. Connection to existing 12-inch diameter water main in Hwy 11	1	EA		
	b. Connection to existing 24-inch diameter High Level Pump Station discharge line	1	EA		
	c. Connection to existing 4-inch diameter High Level Pump Station discharge line	1	EA		
	d. Connection to existing 18-inch diameter East End Pump Station discharge line	1	EA		
B-12	Additional costs for utility trench rock excavation, hauling, and disposal, STA A1+00 to A11+60	150	CY		
B-13	Additional cost for overexcavation and select backfill material for unsuitable trench conditions	50	CY		
B-14	Additional cost for utility trench excavation, hauling, disposal, and backfill, STA A52+20 to A53+80 and STA A59+00 to A60+40	180	CY		
B-15	Hydrostatic testing, flushing, and disinfection of water mains				
	a. 18-inch diameter alignment in Connector Road	1	LS		
	b. Additional piping at High Level Pump Station	1	LS		
B-16	Abandon and remove existing 8-inch diameter cast iron waterline in Kirk Avenue	1	LS		
B-17	Saw-cut existing asphaltic concrete (AC) pavement and concrete surfacing, STA A1+00 to A1+65				
	a. First 4-inch depth	200	LF		
	b. Additional cutting per 1-inch depth beyond initial 4-inch thickness	400	LF		
B-18	Hot mix asphaltic concrete (HMAC) trench resurfacing, STA A1+00 to A1+65	16	TONS		
SUBTOTAL SCHEDULE B:					

CONNECTOR ROAD WATERLINES PROJECT

Schedule C - Earthwork					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
C-1	Mobilization, bonds, insurance, and demobilization	1	LS		
C-2	Temporary protection and direction of traffic/project safety	1	LS		
C-3	Erosion and sediment control	1	LS		
C-4	Earthwork	1	LS		
C-5	Surface restoration	1	LS		
C-6	Construction survey and staking	1	LS		
SUBTOTAL SCHEDULE C:					
<u>GRAND TOTAL BID AMOUNT:</u>					

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item; and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price items will be based on actual quantities, determined as provided in the Contract Documents.

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 _____, 2023.

Signature of Bidder

Title

BIDDER’S QUALIFICATIONS
(To be submitted with Bid)

Bidder’s shall complete this Bidder’s Qualifications Document and submit it with their Bids. Additional pages may be provided, but this form shall be filled out completely.

Due to the nature of this project, the Owner has determined that two minimum Bidder Qualifications criteria must be met for a Bid to be considered responsive. These include:

1. **Minimum Experience Requirement:** Bidders shall have successfully completed a minimum of one (1) Reference Project as the Prime Contractor for the installation of publicly owned waterlines with an original contract amount greater than \$1,000,000 within the past seven (7) years. Completion shall be measured by the date the project was determined to be substantially complete by the Owner.

2. **Project Manager and Onsite Construction Superintendent/Foreman:** The Bidder shall provide an experienced Project Manager and Onsite Construction Superintendent/Foreman that has served in the same role a minimum of one (1) of the three (3) Reference Projects while employed by the Bidder. Attach a detailed resume and current workload summary for the proposed Project Manager and Onsite Construction Superintendent/Foreman. No substitution of the Project Manager and Onsite Construction Superintendent/Foreman shall be allowed by the Owner at any time during construction. The Owner reserves the right to approve the Contractor’s proposed Project Manager and Onsite Construction Superintendent/Foreman. The Owner reserves the right to request a formal interview with the Bidder’s proposed Project Manager and Onsite Construction Superintendent/Foreman prior to award of the Contract.

Failure to provide Qualifications acceptable to the Owner may result in the Bid being declared non-responsive by the Owner. Determination of a non-responsive Bid shall be at the sole discretion of the Owner.

BIDDER’S GENERAL RECORD OF EXPERIENCE:

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has completed work of a similar nature in the Proposal over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to them, except as follows (Attach additional pages if required):

REFERENCE PROJECTS:

The Bidder shall complete this form with the required information, demonstrating compliance with the minimum experience requirements summarized herein and in the Bid Proposal. Reference projects shall have been completed within the past seven (7) years. Provide general and contact information for additional due diligence by the OWNER prior to award of the Contract.

1.

Project Name	Owner & Project Representative with Phone Number
Project Description	Year Completed
Original Bid Amount	Final Contract Amount
Project Manager	
Onsite Construction Superintendent/Foreman	

2.

Project Name	Owner & Project Representative with Phone Number
Project Description	Year Completed
Original Bid Amount	Final Contract Amount
Project Manager	
Onsite Construction Superintendent/Foreman	

3.

Project Name	Owner & Project Representative with Phone Number
Project Description	Year Completed
Original Bid Amount	Final Contract Amount
Project Manager	
Onsite Construction Superintendent/Foreman	

PROJECT MANAGER:

The Bidder's proposed Project Manager that will be the Bidder's primary representative throughout construction is _____, who has completed _____ similar projects. A resume is attached.

ONSITE CONSTRUCTION SUPERINTENDENT/FOREMAN:

The Bidder's proposed Onsite Construction Superintendent/Foreman that will be the Bidder's primary representative throughout construction is _____, who has completed _____ similar projects. A resume is attached.

Signed: _____
(Same signature as on bid proposal form)

END OF BIDDER'S QUALIFICATIONS

BID BOND/SECURITY

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 _____, 2023.

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 **Connector Road Waterlines 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.



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City State Zip

City State Zip

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**



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. (if applicable) _____			
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 (Please Print)	Title/Position (Please Print)
_____	_____
Signature	Date

Contract No. _____

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this _____ day of _____, 2024, 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 in the amount of \$_____ 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 **Connector Road Waterlines Project**.

Contract Documents shall be referred to as Invitation to Bid, Information for Bidders, Safe Drinking Water Revolving Loan Fund Contract Requirements, Forms and Documents, Prequalification, Bid Proposal, Bidder's Qualifications, Bid Bond, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance and Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, U.S. Department of Labor-Davis-Bacon Wage Rates, Prevailing Wage Rates for Public Works Contracts in Oregon, Inadvertent Discovery Plan For Cultural Resources, Technical Specifications and Drawings, any Addendum, 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 August 30, 2024**.

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 from 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 _____, 2024.

CITY OF PENDLETON

By _____
John H. Turner, Mayor

By _____
Sheri Allen, 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 _____, 2023.

Notary Public for _____

My Commission Expires: _____

PERFORMANCE AND 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 _____, 2024, entered into a Contract with the City of Pendleton, the obligee herein, which Contract consists of:

Invitation to Bid, Information for Bidders, Safe Drinking Water Revolving Loan Fund Contract Requirements, Forms and Documents, Prequalification, Bid Proposal, Bidder's Qualifications, Bid Bond, Statutory Public Works Bond, Contract, Assignment of Anti-Trust Rights, Non-Collusion Affidavit, Performance and Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, U.S. Department of Labor – Davis-Bacon Wage Rates, Prevailing Wage Rates for Public Works Contracts in Oregon, Inadvertent Discovery Plan for Cultural Resources, Technical Specifications and Drawings, any Addendum, 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 parts 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 _____, 2024.

_____(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.

Table with columns: TYPE OF INSURANCE (Check One), POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIABILITY LIMITS IN THOUSANDS EACH OCCURRENCE, LIABILITY LIMITS IN THOUSANDS AGGREGATE. Rows include GENERAL LIABILITY, AUTOMOBILE LIABILITY, EXCESS LIABILITY, WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY, and STATUTORY.

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. In the case of a difference or conflict in specifications and/or drawings, the Special Conditions, followed by the Technical Specifications, followed by the City's Standard Specifications, and then followed by ODOT/APWA Specifications shall govern or prevail.
2. 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.
3. 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.
4. 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.
5. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
6. The Contractor shall demonstrate that an employee drug testing program is in place.
7. 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)
8. **The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Public Works Director in writing of the names of the first-tier sub-contractors on the disclosure form attached to the end of these Special Conditions.** Submission of the first-tier subcontractor disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370). Contractors are required to disclose information about certain first-tier subcontractors. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total project bid, but at least \$15,000; whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid. **If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.**
9. In addition to required payment and 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 8.00)** 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 Contractor's Board at (503) 378-4621.
10. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the public improvement contract as

the claim becomes due, the proper officer that represents the municipality (Owner) may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within thirty (30) days after receiving payment from the contracting agency or a Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under [ORS 279C.580 \(Contractor's relations with subcontractors\)](#) (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in [ORS 279C.580 \(Contractor's relations with subcontractors\)](#). The rate of interest on the amount due is nine (9) percent per annum as defined under ORS 279C.515(2). The amount of interest may not be waived.

11. 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.**

12. 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.

13. 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)

14. Contractor must promptly pay for all medical services for which the Contractor has agreed to pay and for all amounts for which the Contractor collects or deducts from the worker's wages. (ORS 279C.530)

15. 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 the work in whole or any part on the Contract, shall be paid not less than the applicable Oregon prevailing rate of wage as required by ORS Chapter 279C.838 and 279C.840 or the applicable Federal Davis-Bacon Wage Rates as set forth under the Davis-Bacon and Related Acts (40 U.S.C. 3141 et seq.), **whichever is higher.** All bidders must comply and agree that the requirements and conditions of employment be

observed and prevailing wage rates, as established by the U.S. Department of Labor and the Oregon Bureau of Labor and Industries be paid under this Contract. (See Sections 16.00 and 17.00)

U.S. Department of Labor wage determinations may be obtained online at:

<https://sam.gov/content/wage-determinations>. See Section 16.00 for a copy of the wage determinations in effect on July 14, 2023.

The existing prevailing wage rates in effect on July 5, 2023, including any appropriate amendments, and apprenticeship rates are as published by the Oregon Bureau of Labor and Industries. (See Section 17.00) Copies of the existing prevailing wages are also available online at www.oregon.gov/boli or upon request by calling (971) 673-0839.

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 18.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, 7:00 am to 6:00 pm. 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 City 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 pm and 7:00 am 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 the existing facility 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, irrigation, 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. For more information please visit:

<https://www.oregon.gov/DAS/Procurement/Pages/Index.aspx>

32. Each bid must identify whether the bidder is a resident bidder and each bidder must be qualified in accordance with ORS 279 and other applicable sections of the Oregon Revised Statutes in order to enter into a Contract with the Owner for public work in Oregon.

33. 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.

34. 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: <https://www.oregonlegislature.gov/>

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

35. 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.

36. 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:

- First Student Bus Company
- Pendleton School District
- Pendleton Sanitary Service
- 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: _____, 2024

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: Connector Road Waterlines Project
 Bid Closing Date: December 7, 2023 Time: 2:00 pm
 Disclosure Deadline Date: December 7, 2023 Time: 4:00 pm

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: _____ Phone Number _____
Print/type – Bidder Name

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.

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)

Notary Public – State of _____

My Commission Expires: _____

Form OR-NRB

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 _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

		-								
--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

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

March 2022

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 apply Davis-Bacon labor standards 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 System for Award Management (SAM) website at <https://sam.gov/content/wage-determinations> 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, 131 and 236.

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 the 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.dol.gov/agencies/whd> 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.



Superseded General Decision Number: OR20220077

State: Oregon

Construction Type: Heavy

County: Umatilla County in Oregon.

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	03/03/2023
2	03/17/2023

3	03/31/2023
4	06/02/2023
5	06/16/2023
6	07/14/2023

CARP1503-022 06/01/2021

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 43.80	18.56
MILLWRIGHT.....	\$ 46.89	19.01

ELEC0112-004 06/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	22.93

ENGI0701-040 01/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 54.13	16.65
GROUP 1A.....	\$ 56.29	16.65
GROUP 1B.....	\$ 58.45	16.65
GROUP 2.....	\$ 52.22	16.65
GROUP 3.....	\$ 51.07	16.65
GROUP 4.....	\$ 47.74	16.65
GROUP 5.....	\$ 46.50	16.65
GROUP 6.....	\$ 43.28	16.65

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

tandom 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 07/05/2023

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 43.27	33.07

 LAB00737-005 06/01/2023

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 41.29	16.80

 LAB00737-031 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 36.11	16.80
GROUP 2.....	\$ 37.41	16.80

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

 PAIN0010-006 07/01/2022

	Rates	Fringes
Painters:		
Brush, Roller and Spray.....	\$ 32.52	14.04

 PLUM0598-007 06/01/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 57.00	35.51

 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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

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





CHRISTINA E. STEPHENSON
Labor Commissioner

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

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

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

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

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

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

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

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

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

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



Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

GLAZIER

46.38

26.09

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

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

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

LIMITED ENERGY ELECTRICIAN

Area 2 (Regions 12 and 13)

35.97

16.88

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate)

42.86

19.38

Zone Differential for Plasterer and Stucco Mason Add to Zone A Base Rate

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles. Zone

D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

Contact BOLI at (971) 353-2416 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

ASBESTOS WORKER

		<i>Period</i>		
\$59.32		1st Yr/1st 6 mos	45%	\$22.99
\$23.42		1st yr/2nd 6 mos	50%	\$25.96
		2nd Year	65%	\$34.86
		3rd Year	75%	\$38.54
		4th Year	85%	\$44.47

BOILERMAKER

		<i>Hours</i>		
\$40.40		0-1000	70%	\$28.28
\$31.90		1001-2000	75%	\$30.30
		2001-3000	80%	\$32.32
		3001-4000	85%	\$34.34
		4001-5000	90%	\$36.36
		5001-6000	95%	\$38.38

BRICK AND MARBLE FINISHER

\$29.12		1-1000 hrs		\$21.58
\$16.08		1001-2000 hrs		\$23.97

BRICKLAYER

		<i>Hours</i>		
\$45.42		1-1000	50%	\$22.71
\$24.92		1000-2000	55%	\$24.98
		2000-3000	60%	\$27.25
		3000-4000	70%	\$31.79
		4000-5000	80%	\$36.34
		5000-6000	90%	\$40.88

CARPENTER

<i>Group 1</i>	<i>Period</i>		
\$45.80	1st	60%	\$27.48
\$19.65	2nd	65%	\$29.77
	3rd	70%	\$32.06
	4th	75%	\$34.35
	5th	80%	\$36.64
	6th	85%	\$38.93
	7th	90%	\$41.22
	8th	95%	\$43.51

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

SOFT FLOOR LAYER

39.63 18.57

TRUCK DRIVER

Zone A (Base Rate)

Group 1	32.06	17.13
Group 2	32.21	17.13
Group 3	32.36	17.13
Group 4	32.67	17.13
Group 5	32.92	17.13
Group 6	33.12	17.13
Group 7	33.35	17.13

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

- Zone A: Projects within 30 miles of the cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles.

Reference Cities

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

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

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 (Regions 13 and 14)

37.50

17.57

Reference Counties

Harney Malheur

Baker – **See Area 2 rates**

Zone Differential for Area 1 (Add to Base Rate)

Zone 1 **2.50** per hour

Zone 2 **3.50** per hour

Zone 3 **5.00** per hour

Zone mileage based on road miles:

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

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

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

Add \$5.00 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.

SHEET METAL WORKER

Area 1 (Regions 1, 2, 3, 4, 9 and 12)

45.80

25.46

Reference Counties

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

Morrow – **See Area 3 rate**

Umatilla – **See Area 3 rate**

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

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

Area 3 (Regions 12 and 13)

45.78

26.58

Reference Counties

Baker	Wallowa	Union
Morrow	Umatilla	

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
CARPENTER (continued)					
	Group 2	Period			
\$45.97		1st	60%	\$27.48	\$19.65
\$19.65		2nd	65%	\$29.77	\$19.65
		3rd	70%	\$32.06	\$19.65
		4th	75%	\$34.35	\$19.65
		5th	80%	\$36.64	\$19.65
		6th	85%	\$38.93	\$19.65
		7th	90%	\$41.22	\$19.65
		8th	95%	\$43.51	\$19.65
	Group 3	Period			
\$55.28		1st	60%	\$33.17	\$19.65
\$19.65		2nd	65%	\$35.93	\$19.65
		3rd	70%	\$38.70	\$19.65
		4th	75%	\$41.46	\$19.65
		5th	80%	\$44.22	\$19.65
		6th	85%	\$46.99	\$19.65
		7th	90%	\$49.75	\$19.65
		8th	95%	\$52.52	\$19.65
	Group 4 - Eliminated				
	Group 5	Period			
\$46.40		1st	60%	\$27.84	\$19.65
\$19.65		2nd	73%	\$33.87	\$19.65
		3rd	75%	\$34.80	\$19.65
		4th	80%	\$37.12	\$19.65
		5th	83%	\$38.51	\$19.65
		6th	85%	\$39.44	\$19.65
		7th	90%	\$41.76	\$19.65
		8th	95%	\$44.08	\$19.65
	Group 6	Period			
\$46.74		1st	60%	\$28.04	\$19.65
\$19.65		2nd	73%	\$34.12	\$19.65
		3rd	75%	\$35.06	\$19.65
		4th	80%	\$37.39	\$19.65
		5th	83%	\$38.79	\$19.65
		6th	85%	\$39.73	\$19.65
		7th	90%	\$42.07	\$19.65
		8th	95%	\$44.40	\$19.65

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

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

CEMENT MASON

	<i>Hours</i>			
\$41.33	1-1000	55%	\$23.31	\$20.55
\$21.95	1001-2000	65%	\$27.62	\$20.55
	2001-3000	70%	\$29.78	\$20.55
	3001-4000	75%	\$31.94	\$20.55
	4001-5000	85%	\$36.26	\$20.55
	5001-6000	90%	\$38.41	\$20.55

DRYWALL INSTALLER

	<i>Period</i>			
\$45.80	1st	60%	\$27.48	\$10.40
\$19.45	2nd	65%	\$29.77	\$10.40
	3rd	70%	\$32.06	\$19.45
	4th	75%	\$34.35	\$19.45
	5th	80%	\$36.64	\$19.45
	6th	85%	\$38.93	\$19.45
	7th	90%	\$41.22	\$19.45
	8th	95%	\$43.51	\$19.45

DRYWALL TAPER

	<i>Hours</i>			
\$42.52	1st 1000	60%	\$25.51	\$8.82
\$20.78	2nd 1000	70%	\$29.76	\$8.82
	3rd 1000	75%	\$31.89	\$20.78
	4th 1000	80%	\$34.02	\$20.78
	5th 1000	85%	\$36.14	\$20.78
	6th 1000	90%	\$38.27	\$20.78

ELECTRICIAN

	<i>Area 1</i>			
\$43.97	<i>Period</i>			
\$19.26	1st	45%	\$19.79	\$12.02
	2nd	50%	\$21.99	\$12.09
	3rd	55%	\$24.18	\$15.74
	4th	60%	\$26.38	\$16.13
	5th	65%	\$28.58	\$16.52
	6th	70%	\$30.78	\$16.91
	7th	75%	\$32.98	\$17.30
	8th	80%	\$35.18	\$17.69
	<i>Area 2</i>			
\$54.65	<i>Period</i>			
\$24.37	1st	40%	\$21.86	\$10.89
	2nd	45%	\$24.59	\$16.98
	3rd	50%	\$27.33	\$17.65
	4th	65%	\$35.52	\$19.67
	5th	80%	\$43.72	\$21.68
	6th	85%	\$46.45	\$22.35

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

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

ELECTRICIAN (continued)

	Area 3	Period			
\$48.58		1st	50%	\$24.29	\$11.98
\$23.20		2nd	55%	\$26.72	\$12.05
		3rd	60%	\$29.15	\$18.42
		4th	65%	\$31.58	\$19.02
		5th	70%	\$34.01	\$19.61
		6th	80%	\$38.86	\$20.81

	Area 4	Period			
\$52.52		1st	40%	\$21.01	\$10.88
\$22.09		2nd	45%	\$23.63	\$10.96
		3rd	50%	\$26.26	\$16.81
		4th	60%	\$31.51	\$17.86
		5th	70%	\$36.76	\$18.92
		6th	85%	\$44.64	\$20.50

	Area 5	Period			
\$57.35		1st	40%	\$22.94	\$13.54
\$28.94		2nd	45%	\$25.81	\$13.62
		3rd	50%	\$28.68	\$21.10
		4th	60%	\$34.41	\$22.74
		5th	70%	\$40.15	\$24.39
		6th	85%	\$48.75	\$26.87

	Area 6	Period			
\$43.97		1st	45%	\$19.79	\$12.02
\$19.26		2nd	50%	\$21.99	\$12.09
		3rd	55%	\$24.18	\$15.74
		4th	60%	\$26.38	\$16.13
		5th	65%	\$28.58	\$16.52
		6th	70%	\$30.78	\$16.91
		7th	75%	\$32.98	\$17.30
		8th	80%	\$35.18	\$17.69

ELEVATOR CONSTRUCTOR

	Area 1				
\$62.25		Probationary	50%	\$31.13	\$0.00
\$42.32		1st Year	55%	\$34.24	\$39.39
		2nd Year	65%	\$40.46	\$39.76
		3rd Year	70%	\$43.58	\$39.95
		4th Year	80%	\$49.80	\$40.32

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

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

ELEVATOR CONSTRUCTOR (continued)

Area 2

\$62.51	Probationary	50%	\$31.26	\$0.00
\$42.34	1st Year	55%	\$34.38	\$39.40
	2nd Year	65%	\$40.63	\$39.77
	3rd Year	70%	\$43.76	\$39.96
	4th Year	80%	\$50.01	\$40.34

FIRESTOP/CONTAINMENT WORKER

Period

\$44.83	1st Year	55%	\$24.66	\$8.82
\$16.99	2nd Year	65%	\$27.69	\$17.19
	3rd Year	80%	\$34.41	\$17.19
	4th Year	90%	\$38.90	\$17.19

GLAZIER

Period

\$45.82	1st	45%	\$20.62	\$23.48
\$25.40	2nd	55%	\$25.20	\$23.83
	3rd	65%	\$29.78	\$24.17
	4th	75%	\$34.37	\$24.52
	5th	80%	\$36.66	\$24.70
	6th	85%	\$38.95	\$24.87
	7th	90%	\$41.24	\$25.04
	8th	95%	\$43.53	\$25.22

HIGHWAY PARKING STRIPER

Hours

\$70.00	0-500	60%	\$42.00	\$0.30
\$15.52	501-1000	60%	\$42.00	\$8.97
	1001-2333	60%	\$42.00	\$12.90
	2nd period	73%	\$51.10	\$13.75
	3rd period	88%	\$61.60	\$14.73

IRONWORKER

Period

\$42.27	1st	60%	\$25.36	\$13.53
\$32.53	2nd	65%	\$27.48	\$13.53
	3rd	70%	\$29.59	\$32.53
	4th	75%	\$31.70	\$32.53
	5th	80%	\$33.82	\$32.53
	6th	85%	\$35.93	\$32.53
	7th	90%	\$38.04	\$32.53
	8th	95%	\$40.16	\$32.53

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>LABORER</u>				
	Group 1			
\$36.11		63%	\$22.75	\$16.80
\$16.80		70%	\$25.28	\$16.80
		80%	\$28.89	\$16.80
		90%	\$32.50	\$16.80
	Group 2			
\$36.11		63%	\$22.75	\$16.80
\$16.80		70%	\$25.28	\$16.80
		80%	\$28.89	\$16.80
		90%	\$32.50	\$16.80
	Group 3			
\$36.11		63%	\$22.75	\$16.80
\$16.80		70%	\$25.28	\$16.80
		80%	\$28.89	\$16.80
		90%	\$32.50	\$16.80
	Group 4			
\$36.11		63%	\$22.75	\$16.80
\$16.80		70%	\$25.28	\$16.80
		80%	\$28.89	\$16.80
		90%	\$32.50	\$16.80

LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

	Period			
\$45.80	1st	60%	\$27.48	\$10.40
\$19.45	2nd	65%	\$29.77	\$10.40
	3rd	70%	\$32.06	\$19.45
	4th	75%	\$34.35	\$19.45
	5th	80%	\$36.64	\$19.45
	6th	85%	\$38.93	\$19.45
	7th	90%	\$41.22	\$19.45
	8th	95%	\$43.51	\$19.45

LIMITED ENERGY ELECTRICIAN

	Area 1	Period		
\$33.76		1st	55%	\$18.57
\$17.24		2nd	60%	\$20.26
		3rd	65%	\$21.94
		4th	70%	\$23.63
		5th	75%	\$25.32
		6th	85%	\$28.70

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2023

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
LIMITED ENERGY ELECTRICIAN (continued)					
	Area 2	Period			
\$34.51		1st	55%	\$18.98	\$13.73
\$16.04		2nd	60%	\$20.71	\$13.99
		3rd	65%	\$22.43	\$14.24
		4th	70%	\$24.16	\$14.50
		5th	80%	\$27.61	\$15.01
		6th	85%	\$29.33	\$15.27
	Area 3	Period			
\$38.86		1st	55%	\$21.37	\$20.28
\$20.81		2nd	60%	\$23.32	\$20.34
		3rd	65%	\$25.26	\$20.40
		4th	70%	\$27.20	\$20.46
		5th	75%	\$29.15	\$20.51
		6th	85%	\$33.03	\$20.63
	Area 4	Period			
\$38.44		1st	55%	\$21.14	\$17.10
\$17.62		2nd	60%	\$23.06	\$17.16
		3rd	65%	\$24.99	\$17.22
		4th	70%	\$26.91	\$17.28
		5th	75%	\$28.83	\$17.33
		6th	85%	\$32.67	\$17.45
	Area 5	Period			
\$47.66		1st 6 months	50%	\$23.83	\$13.31
\$22.97		2nd 6 months	55%	\$26.21	\$13.39
		3rd 6 months	60%	\$28.60	\$19.00
		4th 6 months	65%	\$30.98	\$19.54
		5th 6 months	70%	\$33.36	\$20.07
		6th 6 months	80%	\$38.13	\$21.14
		7th 6 months	90%	\$42.89	\$22.20
	Area 6	Period			
\$33.76		1st	55%	\$18.57	\$16.79
\$17.24		2nd	60%	\$20.26	\$16.84
		3rd	65%	\$21.94	\$16.89
		4th	70%	\$23.63	\$16.94
		5th	75%	\$25.32	\$16.99
		6th	85%	\$28.70	\$17.09

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CLASSIFICATION

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

LINE CONSTRUCTOR

Area 1 & Area 2/Group 2

Lineman Only	<i>Period</i>			
\$60.54	1st	60%	\$36.32	\$17.23
\$24.87	2nd	63%	\$38.14	\$17.32
	3rd	67%	\$40.56	\$17.43
	4th	72%	\$43.59	\$17.56
	5th	78%	\$47.22	\$17.72
	6th	86%	\$52.06	\$17.94
	7th	90%	\$54.49	\$18.05

MARBLE SETTER

Hours

\$46.42	1-1000	50%	\$23.21	\$24.92
\$24.92	1000-2000	55%	\$25.53	\$24.92
	2000-3000	60%	\$27.85	\$24.92
	3000-4000	70%	\$32.49	\$24.92
	4000-5000	80%	\$37.14	\$24.92
	5000-6000	90%	\$41.78	\$24.92

PAINTER

Commercial

\$33.50		70%	\$23.45	\$8.83
\$15.06		75%	\$25.13	\$8.83
		80%	\$26.80	\$8.83
		85%	\$28.48	\$15.06
		90%	\$30.15	\$15.06
		95%	\$31.83	\$15.06

Industrial

\$35.45		70%	\$24.82	\$8.83
\$15.06		75%	\$26.59	\$8.83
		80%	\$28.36	\$8.83
		85%	\$30.13	\$15.06
		90%	\$31.91	\$15.06
		95%	\$33.68	\$15.06

Bridge

\$41.58		70%	\$29.11	\$8.83
\$15.06		75%	\$31.19	\$8.83
		80%	\$33.26	\$8.83
		85%	\$35.34	\$15.06
		90%	\$37.42	\$15.06
		95%	\$39.50	\$15.06

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>PLASTERER</u>				
\$41.16		60%	\$24.70	\$16.93
\$19.23		65%	\$26.75	\$16.93
		70%	\$28.81	\$16.93
		75%	\$30.87	\$16.93
		80%	\$32.93	\$16.93
		85%	\$34.99	\$16.93
		90%	\$37.04	\$16.93
<u>PLUMBER/PIPEFITTER/STEAMFITTER</u>				
Area 1				
\$34.00		40%	\$13.60	\$15.87
\$17.07		45%	\$15.30	\$15.87
		50%	\$17.00	\$15.87
		55%	\$18.70	\$15.87
		60%	\$20.40	\$15.87
		65%	\$22.10	\$15.87
		70%	\$23.80	\$15.87
		75%	\$25.50	\$15.87
		80%	\$27.20	\$15.87
Area 2				
\$57.00				
\$35.51	Period			
	1st 6 months	45%	\$25.65	\$24.43
	2nd 6 months	50%	\$28.50	\$25.44
	3rd 6 months	55%	\$31.35	\$26.44
	4th 6 months	60%	\$34.20	\$27.45
	5th 6 months	65%	\$37.05	\$28.46
	6th 6 months	70%	\$39.90	\$29.47
	7th 6 months	75%	\$42.75	\$30.47
	8th 6 months	80%	\$45.60	\$31.48
	9th 6 months	85%	\$48.45	\$32.49
	10th 6 months	85%	\$48.45	\$32.49
Area 3				
\$54.92				
\$35.00	Period			
	1st 6 months	40%	\$21.97	\$18.78
	2nd 6 months	50%	\$27.46	\$18.78
	3rd 6 months	55%	\$30.21	\$27.71
	4th 6 months	60%	\$32.95	\$28.52
	5th 6 months	65%	\$35.70	\$29.33
	6th 6 months	70%	\$38.44	\$30.14
	7th 6 months	75%	\$41.19	\$30.95
	8th 6 months	80%	\$43.94	\$31.76
	9th 6 months	85%	\$46.68	\$32.57
	10th 6 months	90%	\$49.43	\$33.38

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CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
<u>POWER EQUIPMENT OPERATOR</u>					
	Group 1	Period			
\$54.13		1st	80%	\$43.30	\$8.10
\$16.65		2nd	85%	\$46.01	\$16.65
		3rd	90%	\$48.72	\$16.65
		4th	95%	\$51.42	\$16.65
	Group 1A	Period			
\$56.29		1st	80%	\$45.03	\$8.10
\$16.65		2nd	85%	\$47.85	\$16.65
		3rd	90%	\$50.66	\$16.65
		4th	95%	\$53.48	\$16.65
	Group 1B	Period			
\$58.45		1st	80%	\$46.76	\$8.10
\$16.65		2nd	85%	\$49.68	\$16.65
		3rd	90%	\$52.61	\$16.65
		4th	95%	\$55.53	\$16.65
	Group 2	Period			
\$52.22		1st	80%	\$41.78	\$8.10
\$16.65		2nd	85%	\$44.39	\$16.65
		3rd	90%	\$47.00	\$16.65
		4th	95%	\$49.61	\$16.65
	Group 3	Period			
\$51.07		1st	80%	\$40.86	\$8.10
\$16.65		2nd	85%	\$43.41	\$16.65
		3rd	90%	\$45.96	\$16.65
		4th	95%	\$48.52	\$16.65
	Group 4	Period			
\$47.74		1st	80%	\$38.19	\$8.10
\$16.65		2nd	85%	\$40.58	\$16.65
		3rd	90%	\$42.97	\$16.65
		4th	95%	\$45.35	\$16.65
	Group 5	Period			
\$46.50		1st	80%	\$37.20	\$8.10
\$16.65		2nd	85%	\$39.53	\$16.65
		3rd	90%	\$41.85	\$16.65
		4th	95%	\$44.18	\$16.65
	Group 6	Period			
\$43.28		1st	80%	\$34.62	\$8.10
\$16.65		2nd	85%	\$36.79	\$16.65
		3rd	90%	\$38.95	\$16.65
		4th	95%	\$41.12	\$16.65

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>ROOFER</u>				
	Area 1			
\$40.23		60%	\$24.14	\$16.63
\$20.98		65%	\$26.15	\$16.63
		70%	\$28.16	\$16.63
		75%	\$30.17	\$20.98
		80%	\$32.18	\$20.98
		85%	\$34.20	\$20.98
		90%	\$36.21	\$20.98
		95%	\$38.22	\$20.98
	Area 2			
\$35.05		60%	\$21.03	\$12.33
\$18.85		65%	\$22.78	\$12.33
		70%	\$24.53	\$12.33
		75%	\$26.29	\$14.83
		80%	\$28.04	\$14.83
		85%	\$29.79	\$18.85
		90%	\$31.55	\$18.85
		95%	\$33.30	\$18.85
	Area 4			
\$40.23		60%	\$24.14	\$16.33
\$20.98		65%	\$26.15	\$16.33
		70%	\$28.16	\$16.33
		75%	\$30.17	\$20.98
		80%	\$32.18	\$20.98
		85%	\$34.20	\$20.98
		90%	\$36.21	\$20.98
		95%	\$38.22	\$20.98
	Area 5			
\$40.23		60%	\$24.14	\$16.33
\$20.98		65%	\$26.15	\$16.33
		70%	\$28.16	\$16.33
		75%	\$30.17	\$20.98
		80%	\$32.18	\$20.98
		85%	\$34.20	\$20.98
		90%	\$36.21	\$20.98
		95%	\$38.22	\$20.98

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>SHEET METAL WORKER</u>				
Area 1				
\$45.80		50%	\$22.90	\$20.56
\$25.46		55%	\$25.19	\$20.76
		60%	\$27.48	\$20.96
		65%	\$29.77	\$21.16
		70%	\$32.06	\$21.35
		75%	\$34.35	\$21.55
		80%	\$36.64	\$21.75
		85%	\$38.93	\$21.95
		90%	\$41.22	\$22.15
Area 2				
Baker County (See Area 3 Rates)				
Malheur County (See Area 6 Rates)				
Area 3				
\$44.09	1st year/1st half	55%	\$24.25	\$15.34
\$25.28	1st year/2nd half	55%	\$25.50	\$16.45
		60%	\$26.45	\$19.82
		70%	\$30.86	\$21.28
		75%	\$33.07	\$22.60
		85%	\$37.48	\$24.21
Area 4				
\$37.78		50%	\$18.89	\$18.79
\$22.72		55%	\$20.78	\$18.93
		60%	\$22.67	\$19.07
		65%	\$24.56	\$19.21
		70%	\$26.45	\$19.35
		75%	\$28.34	\$19.49
		80%	\$30.22	\$19.62
		85%	\$32.11	\$19.76
		90%	\$34.00	\$19.90
Area 5				
\$38.14		50%	\$19.07	\$19.57
\$23.76		55%	\$20.98	\$19.71
		60%	\$22.88	\$19.85
		65%	\$24.79	\$19.99
		70%	\$26.70	\$20.13
		75%	\$28.61	\$20.27
		80%	\$30.51	\$20.40
		85%	\$32.42	\$20.54
		90%	\$34.33	\$20.68

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>SHEET METAL WORKER</u> (continued)				
Area 6				
\$32.12		50%	\$16.06	\$17.78
\$21.39		55%	\$17.67	\$17.92
		60%	\$19.27	\$18.06
		65%	\$20.88	\$18.20
		70%	\$22.48	\$18.34
		75%	\$24.09	\$18.48
		80%	\$25.70	\$18.61
		85%	\$27.30	\$18.75
		90%	\$28.91	\$18.89
Area 7				
\$35.36		50%	\$17.68	\$18.50
\$21.31		55%	\$19.45	\$18.55
		60%	\$21.22	\$18.59
		65%	\$22.98	\$18.64
		70%	\$24.75	\$18.69
		75%	\$26.52	\$18.74
		80%	\$28.29	\$18.79
		85%	\$30.06	\$18.83
		90%	\$31.82	\$18.88
<u>SOFT FLOOR LAYER</u>				
	Period			
\$39.73	1st 6 months	60%	\$23.38	\$7.90
\$18.17	2nd 6 months	65%	\$25.33	\$16.25
	3rd 6 months	70%	\$27.28	\$16.52
	4th 6 months	75%	\$29.23	\$16.80
	5th 6 months	80%	\$31.18	\$17.07
	6th 6 months	85%	\$33.13	\$17.35
	7th 6 months	90%	\$35.08	\$17.62
	8th 6 months	95%	\$37.03	\$17.90
<u>SPRINKLER FITTER</u>				
	Area 1	Class		
\$46.18		1	\$20.78	\$8.74
\$26.40		2	\$23.09	\$8.74
		3	\$25.40	\$20.32
		4	\$27.71	\$20.32
		5	\$30.02	\$20.57
		6	\$32.33	\$20.57
		7	\$34.64	\$20.57
		8	\$36.94	\$20.57
		9	\$39.25	\$20.57
		10	\$41.56	\$20.57

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CLASSIFICATION

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

SPRINKLER FITTER (continued)

	Area 2	Class	Percentage /	Base Hourly	Fringe
			Hours	Rate	Rate
\$39.61		1	45%	\$17.82	\$8.74
\$26.39		2	50%	\$19.81	\$8.74
		3	55%	\$21.79	\$20.32
		4	60%	\$23.77	\$20.32
		5	65%	\$25.75	\$20.57
		6	70%	\$27.73	\$20.57
		7	75%	\$29.71	\$20.57
		8	80%	\$31.69	\$20.57
		9	85%	\$33.67	\$20.57
		10	90%	\$35.65	\$20.57

TENDER TO MASON

\$41.29		63%	\$26.01	\$16.80
\$16.80		70%	\$28.90	\$16.80
		80%	\$33.03	\$16.80
		90%	\$37.16	\$16.80

TENDER TO PLASTERER

\$39.62		63%	\$24.96	\$16.80
\$16.80		70%	\$27.73	\$16.80
		80%	\$31.70	\$16.80
		90%	\$35.66	\$16.80

TILE TERRAZZO SETTER

	Hours	Percentage /	Base Hourly	Fringe	
		Hours	Rate	Rate	
\$38.96		1-1000	70%	\$27.27	\$21.51
\$21.51		1001-2000	75%	\$29.22	\$21.51
		2001-3000	80%	\$31.17	\$21.51
		3001-4000	85%	\$33.12	\$21.51
		4001-5000	90%	\$35.06	\$21.51
		5001-6000	95%	\$37.01	\$21.51

TILE TERRAZZO FINISHER

\$29.12		1-1000 hrs	\$21.58	\$15.23
\$15.95		1001-2000 hrs	\$23.97	\$15.23

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

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

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

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

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

WORK SCHEDULE

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

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

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

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

PUBLIC WORKS BONDS

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

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

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

Exemptions:

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

PREVAILING WAGE RATES

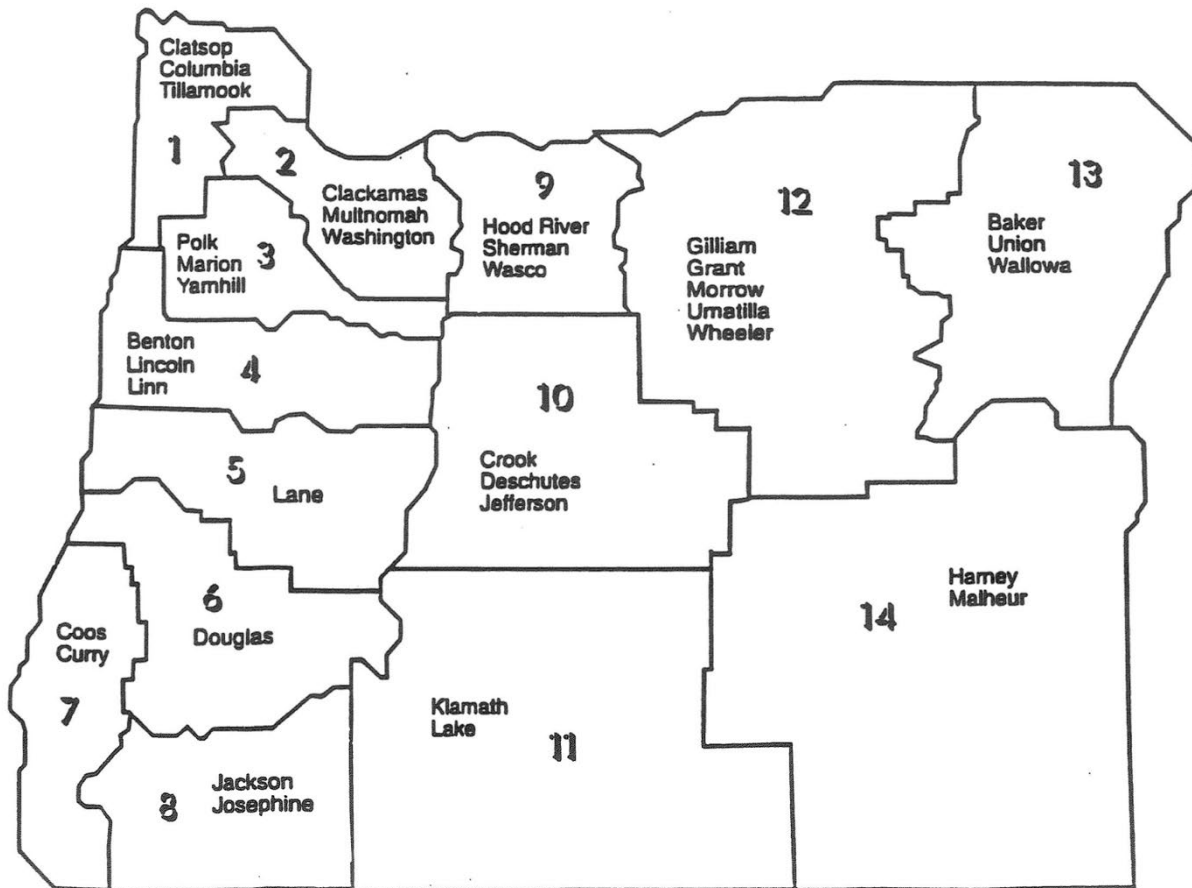
FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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



To find the correct rate in this rate book:

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

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

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

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

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

Prevailing Wage Rates by Occupations—Table of Contents

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

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ASBESTOS WORKER/INSULATOR

59.32 23.42

Firestop Containment

44.83 16.99

BOILERMAKER

40.40 31.90

BRICKLAYER/STONEMASON

45.42 24.92

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

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

CARPENTER

Zone A (Base Rate)

Group 1	45.80	19.65
Group 2	45.97	19.65
Group 3	55.28	19.65
Group 4		Eliminated
Group 5	46.40	19.65
Group 6	46.74	19.65

Zone Differential for Carpenters

Add to Zone A Base Rate

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

Zone A: Projects located within 30 miles of the respective city hall of the cities listed. Zone B: More than 30 miles but less than 40 miles.

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

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

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

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

Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

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

See more Reference Cities for Zone Differential on page 7

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

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

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

Group 2, 5 and 6:

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

Group 1 and 3:

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

Group 5 and 6:

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

Group 6:

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

CEMENT MASON

This trade is tended by "Concrete Laborer."

Group 1	41.33	21.95
Group 2	42.19	21.95
Group 3	42.19	21.95
Group 4	43.16	21.95

Zone Differential for Cement Mason

Add to Basic Hourly Rate

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

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

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

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

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

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

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	97.56	19.65
DIVER TENDER	53.56	19.65

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

Zone Differential for Diver/Diver Tender

Add to Zone 1 Base Rate

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

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

Reference Cities for Diver/Diver Tender

Bend	Longview	North Bend
Eugene	Medford	Portland

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

DIVER & DIVER TENDER (continued)

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

Diver Depth Pay:

<u>Depth Below Water Surface (FSW)</u>	<u>Daily Depth Pay</u>
50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

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

DREDGER

Zone A (Base Rate)

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

Zone Differential for Dredgers

Add to Zone A Base Rate

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	45.80	19.45
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	45.80	19.45

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

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

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

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

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

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

ELECTRICIAN

Area 1 (Region 14)

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference County

Malheur

Shift Differential*

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

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

See more information on Premium Pay on Page 11.

ELECTRICIAN (continued)

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

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

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

Area 2 (Regions 12 and 13)

Electrician	54.65	24.37
Cable Splicer	57.38	24.45
Certified Welder	60.12	24.53
Material Handler	32.79	13.11

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

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

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

Electrician	48.58	23.20
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Reference Counties

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

Shift Differential*

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

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

See more information on Premium Pay on Page 12.

ELECTRICIAN (continued)

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

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

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

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

Electrician	52.52	22.09
Cable Splicer	57.77	22.24
Lighting Maintenance/Material Handler	24.29	10.38

Reference Counties for Area 4

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

Shift Differential*

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

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

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

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

Reference Counties

Clackamas Clatsop Columbia	Hood River Marion Multnomah	Polk Sherman Tillamook	Wasco Washington Yamhill
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See more information on Shift Differentials and Zone Pay on Page 13.

ELECTRICIAN (continued)

Shift Differential*

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

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

Zone Pay for Area 5 – Electrician and Electrical Welder

Add to Basic Hourly Rate

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

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

Electrician	43.97	19.26
Lighting Maintenance and Material Handler	21.55	10.30

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – **See Area 3 rate**

Shift Differential

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

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

ELECTRICIAN (continued)

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

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

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1 (Regions 12 and 13)

Mechanic	62.25	42.32
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Reference Counties

Baker	Union	Wallowa
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Umatilla – **See Area 2 rate**

Area 2 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)

Mechanic	62.51	42.34
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Reference Counties

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

<u>FENCE CONSTRUCTOR (NON-METAL)</u>	36.11	16.80
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<u>FENCE ERECTOR (METAL)</u>	36.11	16.80
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<u>GLAZIER</u>	45.82	25.40
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Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

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

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

<u>HAZARDOUS MATERIALS HANDLER</u>	29.03	15.18
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HIGHWAY/PARKING STRIPER

70.00 15.52

IRONWORKER

Zone 1 (Base Rate):

42.27 32.53

Zone Differential for Ironworker
Add to Basic Hourly Rate

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

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
 Zone 2: More than 46 miles, but less than 60 miles.
 Zone 3: More than 61 miles, but less than 100 miles.
 Zone 4: More than 100 miles.

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

Reference Cities and Dispatch Center

Medford Portland

LABORER

Zone A (Base Rate):

Group 1	36.11	16.80
Group 2	37.41	16.80
Group 3 (Flagger)	31.39	16.80
Group 4 (Landscape Laborer)	25.01	16.80

Zone Differential for Laborers
Add to Zone A Base Rate

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

Zone A: Projects located within 30 miles of city hall in the reference cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles but less than 100 miles.
 Zone F: More than 100 miles.

See Reference Cities for Zone Differentials on Page 16.

LABORER (continued)

Reference Cities for Laborer

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

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

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

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 4) **25.01** **16.80**

LIMITED ENERGY ELECTRICIAN

Area 1 (Region 14) **33.76** **17.24**

Reference County

Malheur

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

Area 2 (Regions 12 and 13) **34.51** **16.04**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 (Regions 4, 5, 6 and 7) **38.86** **20.81**

Reference Counties

Benton	Curry	Lane	Linn
Coos	Douglas	Lincoln	

Area 4 (Regions 3, 4, 5 and 10) **38.44** **17.62**

Reference Counties

Deschutes	Jefferson
Crook	

Benton – See Area 3 rate	Linn – See Area 3 rate	Polk – See Area 5 rate
Lane – See Area 3 rate	Marion – See Area 5 rate	Yamhill – See Area 5 rate

LIMITED ENERGY ELECTRICIAN (continued)

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

Reference Counties

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

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

Reference Counties

Harney	Josephine	Lake
Jackson	Klamath	Malheur

Douglas – See Area 3 rate

LINE CONSTRUCTOR

Area 1 (All Regions)

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

Reference Counties

All counties

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

MARBLE SETTER **46.42 24.92**

This trade is tendered by “Tile, Terrazzo, & Marble Finishers.”

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	33.50	15.06
INDUSTRIAL PAINTING	35.45	15.06
BRIDGE PAINTING	41.58	15.06

Shift Differential for Painter

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

PAINTER & DRYWALL TAPER (continued)

DRYWALL TAPER

Zone A (Base Rate) **42.52** **20.78**

Zone Differential for Drywall Taper
Add to Zone A Base Rate

Zone B **6.00** per hour
Zone C **9.00** per hour
Zone D **12.00** per hour

Dispatch Cities for Drywall Taper

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

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.
Zone B: Projects located 61 miles to 80 miles.
Zone C: Projects located 81 miles to 100 miles.
Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate) **41.16** **19.23**

Zone Differential for Plasterer and Stucco Mason
Add to Zone A Base Rate

Zone B **6.00** per hour
Zone C **9.00** per hour
Zone D **12.00** per hour

Zone A: Projects located less than 61 miles of the respective city hall of the reference cities listed below.
Zone B: Projects located 61 miles to 80 miles.
Zone C: Projects located 81 miles to 100 miles.
Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 (Regions 13 and 14)

34.00

17.07

Reference Counties

Harney Malheur

Baker – **See Area 2 rates**

Zone Differential for Area 1

Add to Base Rate

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

Zone mileage based on road miles:

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

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

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

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

Area 2 (Regions 12 and 13)

57.00

35.51

Reference Counties

Baker Grant Umatilla Wallowa
Gilliam Morrow Union Wheeler

Zone Differential for Area 2

Add to Base Rate

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

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

Zone mileage based on road miles:

Add \$1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

Area 3 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12)

54.92

35.00

Reference Counties

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

Gilliam – **See Area 2 rate**

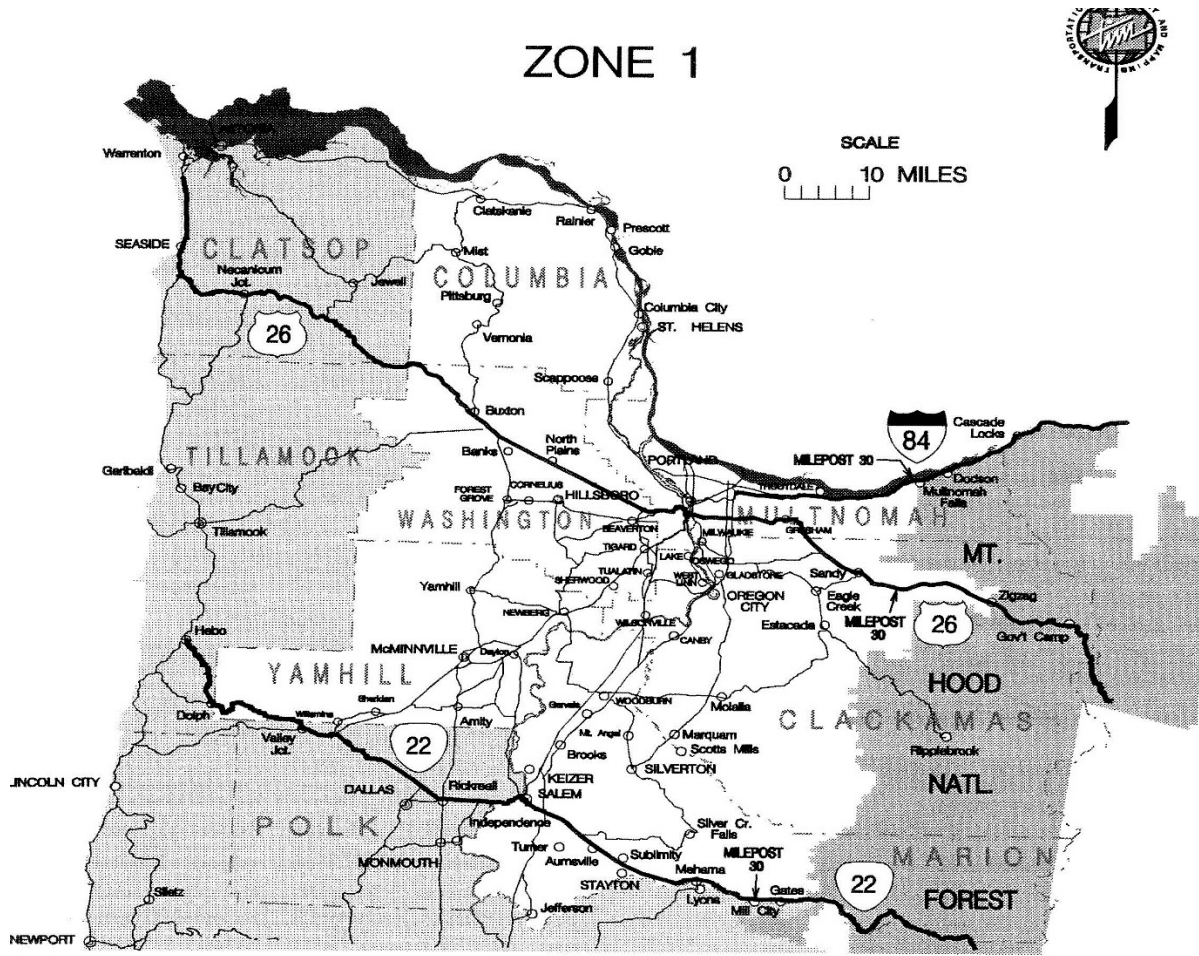
Wheeler – **See Area 2 rate**

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	54.13	16.65
Group 1A	56.29	16.65
Group 1B	58.45	16.65
Group 2	52.22	16.65
Group 3	51.07	16.65
Group 4	47.74	16.65
Group 5	46.50	16.65
Group 6	43.28	16.65

POWER EQUIPMENT OPERATOR MAP



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

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

- | | | |
|-----------|-----------|------------|
| Clackamas | Marion | Washington |
| Columbia | Multnomah | Yamhill |

POWER EQUIPMENT OPERATOR (continued)

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

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

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

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

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

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

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 353-2416.

Shift Differential

Two-Shift Operations:

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

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

See more information on Shift Differentials on Page 22.

POWER EQUIPMENT OPERATOR (continued)

Three-Shift Operations:

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

ROOFER

Area 1 (Regions 1, 2, 9, 10, 12 and 13)

40.23

20.98

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

Area 2 (Regions 3, 4, 5, 6, 7, 8, 10, 11 and 14)

35.05

18.85

Reference Counties

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

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

Add \$2.00 to the base rate for handling coal tar products.

Add \$1.50 to the base rate for handling fiberglass insulation.

Area 4 (Regions 12 and 13)

40.23

20.98

Reference Counties

Umatilla	Union	Wallowa
----------	-------	---------

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

ROOFER (Continued)

Area 5 (Region 12) **40.23** **20.98**

Reference County

Morrow

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

SHEET METAL WORKER

Area 1 (Regions 1, 2, 3, 4, 9 and 12) **45.80** **25.46**

Reference Counties

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

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

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

Area 2 (Regions 13 and 14) ----- -----

Reference Counties

Baker – **See Area 3 rate** Malheur – **See Area 6 rate**

Area 3 (Regions 12 and 13) **44.09** **25.28**

Reference Counties

Baker Union Wallowa
Morrow – **See Area 1 rate** Umatilla – **See Area 1 rate**

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

SHEET METAL WORKER (continued)

Area 4 (Regions 5 and 6) **37.78** **22.72**

Reference Counties

Douglas Lane

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

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

Area 5 (Region 7) **38.14** **23.76**

Reference Counties

Coos Curry

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

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

Area 6 (Regions 7, 8, 11 and 14) **32.12** **21.39**

Reference Counties

Harney Josephine Lake
Jackson Klamath Malheur

Curry – **See Area 5 rate**

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

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

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

Reference Counties

Crook Deschutes Jefferson

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

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

SOFT FLOOR LAYER **39.73** **18.17**

SPRINKLER FITTER

Area 1 (Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14)

46.18 26.40

Reference Counties

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

Area 2 (Regions 12, 13, 14)

39.61 26.39

Reference Counties

Baker	Union	Wallowa	
Gilliam – See Area 1 rate	Malheur – See Area 1 rate	Umatilla – See Area 1 rate	
Grant – See Area 1 rate	Morrow – See Area 1 rate		

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

41.29 16.80

Add \$0.50 to base rate for refractory repair work.

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)

39.62 16.80

Zone Differential for Tender to Plasterer and Stucco Mason

Add to Zone A Base Rate

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

- Zone A: Projects located within 60 miles of city hall in the reference cities listed.
- Zone B: More than 61 miles but less than 80 miles.
- Zone C: More than 81 miles but less than 100 miles.
- Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add \$0.50 to base rate for refractory repair work.

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork

See [SHEET METAL WORKER RATE](#)

For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter **38.96** **21.51**

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

Add \$1.00 when performing terrazzo work.

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER **29.12** **15.95**

Add \$1.00 when performing terrazzo work.

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

2. BRICK & MARBLE FINISHER **29.12** **16.08**

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

TRUCK DRIVER

Zone A (Base Rate)

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

Zone differential for Truck Drivers

Add to Zone A Base Rate

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

See more information on Zone Differentials on Page 27.

TRUCK DRIVER (Continued)

Zone A: Projects within 30 miles of the cities listed.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

Reference Cities

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

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

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

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 353-2416.

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

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

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

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

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

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

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

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

Prevailing Wage Rate Laws Handbook

The 2022 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 353-2416.

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

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 will also be notified.

Oregon State Police: Chris Allori 503-731-4717

CIS: Karen Quigley 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.