



HVAC Upgrades to Improve Air Quality for Columbia County Oregon REQUEST FOR QUOTE C00055-CARES HVAC-20

--- This Is Not an Order ---

SOLICITATION INFORMATION

- Description:** HVAC Upgrades to Columbia County Courthouse Annex and Old Courthouse to improve air quality in interior occupied areas (See Attachment 1 for scope of work and deliverables, and Attachment 2 Columbia County's Sample Public Improvement Contract.)
- Return to:** Casey Garrett – Director of General Services
Columbia County Department of General Services
230 Strand St
St. Helens, OR 97051
Phone: 503-397-7213
CaseyGarrett@columbiacountyor.gov
- Due date/Time:** October 9, 2020 by 4:00 pm, according to the clock in the General Services Department. Responses received after this date and time will not be considered for award. Quotes shall be enclosed in a sealed envelope or container marked "Courthouse HVAC Quote". No responsibility or liability will be attached to any County official, employee or agent for the premature opening or failure to open any proposal not marked according to these instructions.
- Service Term:** October 9, 2020 through December 30, 2020. Final completion of the work must be no later than December 30, 2020.

OFFEROR INFORMATION

Business Name: _____

Federal ID No: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____

QUOTE REQUIREMENTS

1. This Request for Quote (RFQ) is issued under the authority of the Columbia County Board of Commissioners and is subject to funding under the CARES Act.
2. Columbia County reserves the right to amend this RFQ and to delete any item from award consideration.
3. If a Contract is awarded, Columbia County shall award a Contract to the responsible Offeror possessing the ability to perform under the terms and conditions of this procurement whose quote will best serve the interests of the County based on availability, qualifications, price and Contractor responsibility under ORS 279B.110, as well as integrity, compliance with public policy, record of past performance and financial and technical resources.
4. The successful Offeror shall agree to Columbia County's terms and conditions found in the Public Improvement Contract (Attachment 2) as a condition of submitting a quote in response to this RFQ, and its attachments.
5. The successful Offeror must also agree to the applicable Contract Clauses of Federal and State Requirements for the CARES Act Coronavirus Relief Fund Projects preset forth in Exhibits D and E to the Public Improvement Contract. The Matrix of Federal and State Requirements on the first page of Exhibit D is provided as a means to identify which contract clauses apply to this procurement. The requirements applicable to this procurement are identified in the Construction column of the matrix.
6. This project is a public works project and is subject to the state prevailing rates of wage under ORS 279C.800 through ORS 279C.870 and the federal prevailing rates of wage under the Davis-Bacon Act 40 U.S.C 2141 et seq. No quote will be considered unless it contains a statement by the Bidder that the Bidder will comply with ORS 279C.840 and 40 U.S.C 2141 et seq. At a minimum, all workers on this Project shall be paid the prevailing rate of wage as determined by the U.S Department of Labor under the Davis-Bacon Act, or by the Oregon Bureau of Labor and Industries for public improvement contracts in Oregon, in effect at the time of the contract. The Davis-Bacon and State Prevailing Wage rates are attached as Exhibits F and G of the sample Public Improvement Contract.
7. Offerors shall submit a brief response addressing availability, experience and qualifications, references and their cost sheet, failure to do so may result in quote rejection.
8. Offerors must include a brief response stating that Licensed Contractors will be available to provide the necessary goods and services as needed for this project within the December 30, 2020 completion date.

9. Offerors must identify whether Offeror is a resident bidder as defined in ORS 279A.120.
10. Columbia County may reject a quote that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Offeror's responsibility under ORS 279C.375 (3)(b), and that Columbia County may reject for good cause all quotes after finding that doing so is in the public interest.
11. Offerors and their subcontractors must be licensed under ORS 468A.720, if applicable.
12. Columbia County may not receive or consider a quote for a public improvement contract unless the Offeror is licensed by the Construction Contractors Board.
13. If Offeror proposed to use on or more subcontractors, any such subcontractors shall be listed in the quote.
14. Offeror's quote shall include a timeline showing how Offeror can comply with a December 30, 2020 completion date.
15. No time and materials contracts will be considered.
16. Quote Security/Bond. Each Proposal shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 5% of the total amount stated in the Fee Proposal as Proposal security. The full amount of the Proposal security shall be forfeited in the event the successful Proposer fails to execute a satisfactory Contract within ten (10) days following the date of receipt of the Contract prepared and made ready for execution by the Columbia County Counsel's office. The Proposal security shall be taken and considered as liquidated damages and not as a penalty for failure of the Proposer to execute the Contract and bonds. The Proposal security of all unsuccessful Proposers shall be returned after the Contract is executed, when all Proposals have been rejected, or when a Proposal has been properly withdrawn, above. The County will return the Proposal security of the successful Proposer after the Proposer executes the Contract and delivers a good and sufficient performance bond, a good and sufficient payment bond and proof of insurance.
17. A **performance bond** equal to 100% of the contract value will be required to ensure faithful performance of the contract. A sample of the form of bond acceptable to the County is attached as to the Sample Contract. Proposers shall certify that the requisite **performance bond** will be provided within ten (10) days of contract execution. A payment bond equal to 100% of the contract value will also be required within ten (10) days of contract execution.
18. County and its contractors shall not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status.
19. An Offeror submitting a quote thereby certifies that no officer, agent or employee of the County has a pecuniary interest in the submittal; that the submittal is made in good faith without fraud, collusion or connection of any kind with any other proposer, the proposer is competing solely on its own behalf without connection with, or obligation to, any

undisclosed person or firm.

20. Certification Regarding Lobbying. For proposals exceeding \$100,000, an Offeror shall submit with its quote a Certification Regarding Lobbying in accordance with the Bryd Anti-Lobbying Amendment (31 U.S.C Section 1352). A certification form is attached to the Sample Contract.
21. Quotes shall include a certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached to the Request for Quotes as Exhibit 3.
22. Selection. The County reserves the right in its sole discretion, to:
 1. Reject any proposal not in compliance with all prescribed RFQ and public contracting procedures and requirements, including the requirement to demonstrate the Offeror's responsibility under ORS 279C.375(3)(b).
 2. For good cause, reject any or all proposals upon a finding that it is in the public interest to do so.
 3. Reject proposals under any of the circumstances listed in OAR 125-249-0440.
 4. Waive minor irregularities in the proposals received.
 5. Accept all or any part of a proposal in principle, subject to negotiation of the final details. In particular, the County reserves the right to negotiate fee proposals.
 5. Negotiate a final contract which is in the best interests of the County, considering cost effectiveness.
22. Contract. The County intends to award a contract to a proposer who, after considering the County finds best fits the needs of the County to perform the work in accordance with the requirements set out in this RFQ.

The County will use the Sample Public Improvement Contract attached as Attachment 2 as the basis for this Contract.

OFFEROR QUOTED COST

This Offeror Cost Sheet must be signed, dated, and returned with the response. All Offerors must accept all Columbia County Terms and Conditions that are included in the Sample Personal Services Contract attached to this Request for Quotes.

I have read and agree to all Terms and Conditions attached hereto.

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

ATTACHMENT 1

Scope of Work

Background

Columbia County is seeking qualified bids from licensed contractors for HVAC upgrades to improve air quality in interior occupied areas in the Courthouse Annex and Old Courthouse located at 230 Strand St., St. Helens, OR.

Please include itemized estimates for the necessary removal and replacement of existing ductwork and air handling equipment to provide a code compliant system that provides sufficient air quality to interior occupants. Quotes must include air purification systems to be installed within ductwork to purify air to all occupied areas within each building.

Pre-Construction Services.

Pre-construction services will include value engineering. Contractor will develop information and participate in decisions regarding value engineering and to provide information on construction materials, methods, systems, phasing and costs to assist in determinations which are aimed at providing the County with the highest quality project within the budget and schedule. The selected Contractor will be expected to continuously monitor and update the project schedule and recommend adjustments in the design components or construction packaging to ensure completion of the project in the most expeditious manner possible. This will include pre-purchasing and expediting recommendations for long-lead time materials in order to meet necessary delivery dates and avoid construction delays. Contractor will provide a site specific safety plan including locations of staging of materials, job site trailer(s), site access point locations, and traffic control planning for deliveries and construction activities.

Construction Services. Construction services will generally be provided under the terms of the Public Improvement Contract. Notwithstanding the generality of the foregoing, the Contractor will:

1. Maintain a qualified superintendent with the needed staff at the job-site to coordinate and provide direction of the work.
2. Prepare and maintain a detailed Critical Path Schedule for monitoring Project progress and managing the work. Keep the County Project Manager fully advised of the work progress status.
3. Work with the County during Pre-construction phase to establish and implement procedures for tracking, expediting and processing all shop drawings, catalogs, requests for information and other drawings.
4. Establish effective programs for job-site safety and for maintaining current job-site records.
5. Prepare and submit in a timely manner all required Davis-Bacon and/or State BOLI wage reports.

6. Schedule and conduct regular job meetings with County Project Manager to ensure orderly progress of the work.
7. Resolve all disputes that may arise between subcontractors and/or suppliers as a result of construction and report resolutions to the County.
8. As construction is completed, provide the following close-out services:
 - a. Coordinate and expedite the submittal of as-builts and completion of record documents.
 - b. Assist in securing occupancy permits.
 - c. Provide lien waivers from all subcontractors and materials suppliers.

C. SPECIAL REQUIREMENTS.

This Contract is subject to the General Conditions for Public Improvement Contracts, attached as Exhibit D to the Sample Contract

This project is a public works project and is subject to ORS 279C.800 through ORS 279C.870. No Bid will be considered unless the Bid contains a statement by the Bidder that the Bidder will comply with, ORS 279C.840.

Building floor plans may be reviewed at <https://www.columbiacountyor.gov/bids>. Hard copies are available upon request. Please call 503-396-1944, or email Casey.Garrett@columbiacountyor.gov to request floor plans and schedule site visit(s).

All proposed work must be complete by December 30th, 2020.

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ATTACHMENT 2

CONSTRUCTION CONTRACT (ORS 279C)

BY AND BETWEEN

COLUMBIA COUNTY AND

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and _____, hereinafter referred to as "Contractor" for _____.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date/Completion Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative.

The deadline for final completion shall be December 30, 2020.

2. Project Funding. Work under this Agreement will be funded in part with Federal funds from CARES Act Coronavirus Relief Fund. As such, this Agreement is subject to certain requirements in 2 CFR 200 Part F and State Grant Agreement No. 1005/Contract No. C65-2020-1. The federal and state contract clauses and Matrix are attached hereto as Exhibits D and E. The Matrix of Federal and State Requirements first page is provided as a means to identify which contract clauses apply to this procurement. The requirements applicable to this procurement are identified in the Construction column of the matrix. Contractor shall review the applicable contract clauses and comply with them in the performance of this Agreement. Contractor shall include these requirements in all subcontracts.
3. Exhibits. The following exhibits are attached hereto and are incorporated herein by this reference:

Exhibit A- Request for Quotes
Exhibit B- Contractor's Quote
Exhibit C- Contract Specifications and Plans

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- Exhibit D- Contract Matrix
- Exhibit E- Contract Clauses/Grant Requirements
- Exhibit F- State Prevailing Wage Rates
- Exhibit G- Davis-Bacon Prevailing Wage Determination
- Exhibit H- Performance Bond

Together with this construction contract, the foregoing documents constitute the Contract Documents.

4. Contractor's Services.

- A. Contractor agrees to provide the services described in the Request for Quotes which is attached hereto as Exhibit A, and is incorporated herein by this reference.
- B. Contractor agrees to provide the services as proposed in Contractor's Quote which is attached hereto as Exhibit B, and is incorporated herein by this reference.
- C. Contractor agrees to provide the services as set forth in the Contract Specifications and Plans which are attached hereto as Exhibit C entitled "Emergency Operations Center Contract Specifications" and are incorporated herein by this reference.
- D. Contractor shall provide the services in the manner provided for in the General Conditions for Public Improvement Projects, which are attached hereto as Exhibit D, and are incorporated herein by this reference.
- E. Contractor shall provide the services in the manner provided for in the Special Provisions, which are attached hereto as Exhibit E and are incorporated herein by this reference.
- F. Contractor shall comply with the higher of the **DAVIS-BACON** prevailing wage rates or Oregon prevailing wage rates, as shown in Exhibits F and G, which are attached hereto and incorporated herein by this reference.

5. Controlling Documents. In the case where there may be a conflict between or among the terms of this Agreement and/or its exhibits, the conflict shall be resolved in the following manner:

- A. The applicable provisions of the U.S. Constitution, U.S. Code, Code of Federal Regulations, Oregon Constitution, Oregon Revised Statutes and Oregon Administrative Rules (from highest priority to lowest) supersede any conflicting provision or provisions of this Agreement and its Exhibits and attachments.
- B. If this Agreement and/or any of its Exhibits conflict with the applicable

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provisions of 2 CFR 200 Part F and State Grant Agreement No. 1005/Contract No. C65-2020-1, and/or with the applicable provisions of any other grant agreement, the conflict shall be resolved by full compliance with the grant agreements as amended. In such case, Owner and Contractor shall negotiate for an amendment to the provision or provisions which conflict(s) with the agreements as amended, such amendment to be in writing and signed by Owner and Contractor.

C. If there is a conflict between or among this Agreement and/or the Request for Quotes (Exhibit A) and/or Contractor's Quote (Exhibit B), this Agreement shall control, followed by the Request for Quotes, (Exhibit A) and Contractor's Quote (Exhibit B) in that order.

6. Consideration. Owner shall pay Contractor a fee for service in the amount of _____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise state herein or agreed to in writing by the parties, payment shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 28 of this Agreement.

7. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR CONTRACTOR

Casey Garrett
Director of General Services
230 Strand St
St. Helens, OR 97051
503-397-7213
CaseyGarrett@columbiacountyor.gov

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the Owner's Contract Representative, the Owner will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement

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of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 90 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format. Within 90 days after the completion date of this Agreement, the Contractor shall provide to the County one reproducible set of as-built drawings which are checked and certified by the Contractor and appropriate consultants. In addition, Contractor will provide County with digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.
12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do

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so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excepted from the above requirements.

13. Qualified Work. By signing this Agreement, Contractor represents that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed or bonded.
14. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.
15. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following

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terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
- (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]

B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County 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 Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]

C. If 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 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 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]

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- D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, 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. [ORS 279C.515 (3)]
- E. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- F. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - (1) All overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or [ORS 279C.520 (1)(a)(A)(i)]
 - (2) All overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and [ORS 279C.520 (1)(a)(A)(ii)]
 - (3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins 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 Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers'

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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 Prevailing Wage Rate overtime requirement. [ORS 279C.520 (2)]

- G. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]
- I. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]
- J. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
 - (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]
- K. Contractor must include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

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- (1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts Owner pays to the Contractor under this Agreement; and [ORS 279C.580 (3)(a)]
 - (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]
 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]
 - (4) An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]
 - (a) Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]
 - (b) Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]
- L. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-

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tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]

- M. The provisions of this Section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10). [ORS 279C.580 (5)]
- N. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:
 - (1) The person or the assignee of the person has not been paid in full; and
 - (2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]
- O. Prevailing Wage Requirements. Exhibits F and G to this Agreement includes the existing prevailing rate of wage that must be paid to workers in each trade or occupation required for the Project employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the higher of the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840 and 40 U.S.C 3141-3144, and 3146-3148, as supplemented by Department of Labor regulations (29 C.F.R Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction." Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project. Contractors are required to pay wages not less than once per week.
- P. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the

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Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]

- Q. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
 - R. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
 - S. Contractor shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C 3145), as supplemented by Department of Labor regulations, 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - T. Contractor shall comply with Contract Work Hours and Safety Standards in 40 U.S.C 3701-3708, as supplemented by Department of Labor regulations (29 CFR Part 5)
16. Construction Contractor's Board/Public Works Bond. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.
17. Performance and Payment Bonds. A **performance bond** equal to 100% of the contract value will be required to ensure faithful performance of the contract. A sample of the form of bond acceptable to the County is attached hereto as Exhibit H. Proposers shall certify that the requisite performance bond will be provided within ten (10) days of contract execution. A **payment bond** equal to 100% of the contract value will also be required within ten (10) days of contract execution.

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18. Subcontracts and other Agreements.

- A. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.
- B. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.
- C. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.
- D. Contractor's Obligations under Subcontracts.
 - 1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
 - 2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any

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provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

19. Accounting/Records/Audit.

- A. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's Representatives, shall be afforded reasonable and regular access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Agreement, and the Contractor shall preserve these for a period of six years after final payment, or for such longer period as may be required by law.
- B. The Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. The Owner intends to conduct a final audit of reimbursable costs prior to the Agreement closeout. The Contractor shall cooperate fully with the Owner in the performance of such audits.

20. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.

21. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.

22. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not

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discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

23. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
24. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.
25. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
26. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees, the State of Oregon, and their officers, employees, agents and members from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the Contractor or Contractor's officers, employees, subcontractors, or agents under this Agreement. Contractor shall, by contract, cause all subcontractors to indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees, the State of Oregon, and their officers, employees, agents and members from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein.
27. Insurance. Contractor shall purchase and maintain, and shall require its subcontractors to purchase and maintain, for the entire period that work is

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performed under this Agreement the following policies of insurance to protect Owner and its officers, agents and employees:

- A. Commercial general liability insurance coverage from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.
- B. Automobile liability insurance covering each automobile utilized in the performance of this Agreement from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.
- C. Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

Prior to commencing work, Contractor and any subcontractors shall provide Owner a certificate or certificates of insurance in the amounts required which names Columbia County, its officers, agents and employees as additional insureds to the Commercial General and Automobile Liability policies as stated above. The certificates shall be accompanied by additional insured endorsements identifying Columbia County, its officers, agents and employees as additional insureds. Coverage will be primary and non-contributory with any other insurance and self-insurance. Contractor agrees to provide, and shall require its subcontractor to provide, Owner at least thirty (30) days prior written notice that any insurance coverage required by this paragraph will be canceled, not renewed, modified in any material way, or changed to make the coverages no longer meet the minimum requirements of this Contract. In the event of any discrepancy in the various provisions of this Agreement as to the amount and types of insurance required, the highest policy limits specified and all of the coverage types specified shall be required.

28. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement for convenience upon (30) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to Owner.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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In case of termination, Contractor shall be required to repay to Owner the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by Owner not to exceed the maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

29. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
30. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of Contractor to perform work on time is a material breach of this Agreement.
31. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
32. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
33. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
34. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.

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35. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
36. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized officials, this Agreement between Owner and Contractor in duplicate on the respective dates indicated below.

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

Alex Tardif, Chair

By: _____

Margaret Magruder, Commissioner

By: _____

Henry Heimuller, Commissioner

Date: _____

MATRIX OF FEDERAL AND STATE REQUIREMENTS

CLAUSE	TYPE OF PROCUREMENT	
	Goods and Services	Construction
1. Columbia County-Oregon Department of Administrative Services Grant Agreement No. 1005/Contract No. C65-2020-1 General Requirements	YES	YES
2. Whistleblower	YES	YES
3. Termination	> Micro-purchase Threshold of \$10,000	> Micro-purchase Threshold of \$10,000
4. Equal Employment Opportunity	NO	YES
5. Davis-Bacon Act	NO	>\$2,000
6. Copeland Anti-Kickback	NO	>\$2,000
7. Contract Work Hours and Safety Standards Act	>\$100,000 that involve the employment of mechanics or laborers N/A to purchase of goods	>\$100,000 that involve the employment of mechanics or laborers
8. Debarment and Suspension	YES	YES
9. Byrd Anti-Lobbying Amendment	>\$100,000 certification required	>\$100,000 certification required
10. Clean Air Act	> \$150,000	> \$150,000
11. Federal Water Pollution Control Act	> \$150,000	> \$150,000
12. Prohibition on certain telecommunication and video surveillance services or equipment	YES	YES
13. Procurement of Recovered Materials	YES	YES

CONTRACT CLAUSES

1. Columbia County-Oregon Department of Administrative Services ("DAS") Grant Agreement No. 1005/Contract No. C65-2020-1 General Requirements

- A. Contractor acknowledges it and its employees or agents may, in the course of performing its responsibilities under this Contract, be exposed to or acquire information that is: (i) confidential to Oregon Department of Administrative Services, hereafter referred to as "DAS", the County or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively "Confidential Information"). If Contractor is exposed to or acquires Confidential Information, Contractor agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Contractor uses in maintaining the confidentiality of its own confidential information. Contractor may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and to provide the goods or services under this Contract and Contractor must advise each of its employees and agents of these restrictions. Contractor must assist DAS and the County in identifying and preventing any unauthorized use or disclosure of Confidential Information. Contractor must advise DAS and the County immediately if Contractor learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this section. Contractor must, at its expense, cooperate with DAS in seeking injunctive or other equitable relief, in the name of DAS, the County or Contractor, to stop or prevent any use or disclosure of Confidential Information. At DAS' request, Contractor shall return or destroy any Confidential Information. If DAS requests Contractor to destroy any Confidential Information, Contractor shall provide DAS and the County with written assurance indicating how, when and what information was destroyed.
- B. Contractor shall comply with ORS 656.017 and provide subject workers, as defined in ORS 656.027, with workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
- C. Contractor shall comply with applicable audit requirements and responsibilities set forth in the DAS Grant Agreement and applicable state or federal law.

2. Whistleblower Protection

Contractor shall comply with 41 USC 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for the employee's

disclosure of information that the employee reasonably believes is evidence of: (a) gross mismanagement of the federal funds under this Contract; (b) a gross waste of federal funds under this Contract; (c) a substantial and specific danger to public health or safety related to the implementation or use of federal funds under this Contract; (d) an abuse of authority related to implementation or use of federal funds under this Contract; or (e) a violation of law, rule, or regulation related to the federal funds under this Contract.

3. Termination

This Contract may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Contract, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Contract by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

4. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this

Contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act

- A. All transactions regarding this Contract must be done in compliance with the Davis-Bacon Act (40 USC 3141- 3144, and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable.
- B. The Contractor shall comply with 40 USC 3141-3144, and 3146-3148 and the requirements of 29 CFR Part 5 as applicable.
- C. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- D. Additionally, Contractor shall pay wages not less than once a week.

6. Copeland Anti-Kickback

- A. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- B. Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

7. Contract Work Hours and Safety Standards Act

- A. The Contractor shall comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- B. Pursuant to 40 USC 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that Contractor shall compensate the worker at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- C. Contractor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

8. Debarment and Suspension

- A. This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor agrees to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- B. The Contractor shall comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 CFR part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- B. Certification: Contractor must sign and submit to the following certification to the County:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

10. Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq.*
- B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the County under this Agreement.

11. Water Pollution Control Act

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.*
- B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the County under this Agreement.

12. Prohibition on certain telecommunications and video surveillance services or equipment

- A. Contractor is prohibited from obligating or expending any of the funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. 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).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. Procurement of Recovered Materials

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT F

DAVIS-BACON WAGE RATES - OREGON

General Decision Number: OR20200024 09/04/2020

Superseded General Decision Number: OR20190024

State: Oregon

Construction Type: Building

County: Columbia County in Oregon.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
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0	01/03/2020
1	01/10/2020
2	03/06/2020
3	04/17/2020
4	05/01/2020
5	07/03/2020
6	07/17/2020
7	08/14/2020
8	08/21/2020
9	09/04/2020

BROR0001-014 06/01/2018

	Rates	Fringes
BRICK FINISHER.....	\$ 25.29	13.37
BRICKLAYER.....	\$ 38.00	19.83
TILE FINISHER.....	\$ 25.29	13.24
TILE SETTER.....	\$ 33.00	18.33

CARP0001-025 06/01/2019

	Rates	Fringes
Carpenters:		
Hardwood floors and batt insulation.....	\$ 40.48	16.87
Including metal stud installation, from work and scaffold building.....	\$ 40.32	16.87

CARP9001-003 06/01/2019

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 40.61	16.58
LATHER.....	\$ 40.61	16.58

ELEC0048-018 01/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 47.85	24.41

ELEC0048-019 01/01/2020

	Rates	Fringes
ELECTRICIAN		
Computer Installation, telephone installation, HVAC temperature control installation, Electrical low voltage wiring installer and sound technician only.....	\$ 30.57	19.05
Electrical installer alarms and Low voltage wiring for alarms only.....	\$ 38.87	20.25

ENGI0701-022 01/01/2020

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

GROUP 1B.....	\$ 50.22	15.35
GROUP 2.....	\$ 43.99	15.35
GROUP 3.....	\$ 42.84	15.35
GROUP 4.....	\$ 41.01	15.35
GROUP 5.....	\$ 39.77	15.35
GROUP 6.....	\$ 36.55	15.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with tandem scrapers, multi-engine Trenching Machine-Wheel Operator; Excavator over 130,000 lbs; Loader 120,000 lbs and above; BLADE: Auto Grader; Blade Operator-Robotic

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Excavator over 80,000 lbs through 130,000; Loader 60,000 lbs and less than 120,000 lbs.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn 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; HYDRAULIC HOES: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments;

Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Trenching Machine, digging capacity over 3 ft Depth; Excavator over 20,000 lbs through 80,000 lbs; Loaders 25,000 lbs and less than 60,000 lbs

GROUP 5: TRACKHOE/EXCAVATOR-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver; Compactor; Loaders, rubber tired type, less than 25,000 lbs; Forklift over 5 ton, Man Lift/Outside Elevator

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler; Bobcat/Skid Loader; Grade Checker; Crane oiler; Forklift

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.

IRON0029-011 07/01/2020

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

LABO0737-005 06/01/2019

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 31.56	14.60

LABO0737-006 06/01/2019

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 31.56	14.60

LABO0737-007 06/01/2019

	Rates	Fringes
Laborers: (Mason Tender-Stone)...	\$ 31.56	14.60

LABO0737-015 06/01/2019

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 30.82	14.57
GROUP 2.....	\$ 31.97	14.57

LABORER CLASSIFICATIONS

GROUP 1: Form-Stripping; Demolition, General Laborer, Power Tool Operator

GROUP 2: Vibrating Plate, Grade Checker, Pipelayer, Asphalt Raker

* PAIN0055-022 07/01/2020

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

PAIN0055-023 07/01/2019

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 38.48 16.71

PAIN0740-002 07/01/2020

Rates Fringes

GLAZIER.....\$ 43.40 19.82

* PAIN1236-007 07/01/2020

Rates Fringes

FLOOR LAYER: Vinyl Flooring.....\$ 32.86 17.13

PLAS0082-004 07/01/2020

Rates Fringes

PLASTERER
Including Stucco.....\$ 38.09 18.83

PLAS0555-006 07/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 35.52 19.42

PLUM0290-009 04/01/2017

Rates Fringes

PIPEFITTER
Including HVAC Pipe
Installation.....\$ 43.82 28.28

PLUM0290-010 04/01/2017

Rates Fringes

PLUMBER.....\$ 43.82 28.28

ROOF0049-004 07/01/2019

Rates Fringes

ROOFER
Excluding Metal Roof.....\$ 34.63 19.43

SFOR0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER		
Fire Sprinklers.....	\$ 40.71	24.55

SHEE0016-015 07/01/2019

	Rates	Fringes
Sheet Metal Worker		
Including HVAC Duct		
Installation.....	\$ 41.55	20.44

SUOR2009-022 11/09/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 12.38	0.00
MILLWRIGHT.....	\$ 17.62	3.19
TRUCK DRIVER: Dump Truck.....	\$ 20.42	7.21
TRUCK DRIVER: Water Truck.....	\$ 18.11	5.05

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

EXHIBIT G

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Val Hoyle
Commissioner
Bureau of Labor & Industries

Effective: July 1, 2020



VAL HOYLE
Labor Commissioner

July 1, 2020

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

A separate publication, entitled “[Definitions of Covered Occupations for Public Works Contracts in Oregon](#),” provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the Bureau of Labor & Industries’ website at www.oregon.gov/boli. Contracting agencies, contractors, and other interested parties on the agency’s mailing list receive an email notification whenever the publications are amended. One complimentary hard copy of each PWR publication is available upon request by emailing us at pwremail@boli.state.or.us or by calling 971-673-0838. Additional copies are available at cost, plus postage.

Also available on the Bureau’s website is a link to the federal Davis-Bacon rates. This link is posted in order to assist contractors and public agencies in determining which rates to pay on projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The higher of the wage rates must be paid on such projects.

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

ORS 279C.830 requires that the applicable wage rates be incorporated into all bid specifications for public works contracts subject to the PWR law. A statement incorporating the applicable prevailing wage rate publication and any amendments thereto or Davis-Bacon wage rate determination into the specifications *by reference* will satisfy these requirements. Such reference must include the title of the applicable wage rates publication or determination and the date of the publication or determination as well as the date of any applicable amendments. A provision that prevailing wage rates must be paid must also appear in the contract.

Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. There are some exceptions to this rule. For example, if during the bidding process, the prevailing wage rates change, the public agency has the option of amending the bid specifications to reflect such changes. If a Construction Manager/General Contractor (CM/GC) is used on the project, the rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. (See OAR 839-025-0020 for more information.) Note that the applicable rates for purposes of compliance with the federal Davis-Bacon Act may be different from the applicable rates for purposes of compliance with Oregon’s prevailing wage rate laws. The effective federal rates will be those as determined under 29 CFR 1.6.

If you have any questions regarding application of the state PWR law or the applicable rates to be paid on any project, contact the Bureau of Labor and Industries’s Prevailing Wage Coordinator in Portland at (971) 673-0839.

Val Hoyle
Commissioner
Bureau of Labor and Industries



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

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

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

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

Generally, for purposes of compliance with Oregon's prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(8) for information about projects using a CM/GC.)

2. What type of work is being performed by the employee?

Using the booklet, [Definitions of Covered Occupations](#), find the definition that most closely matches the actual work performed by the worker. If you have any questions about work classifications, contact the Bureau of Labor & Industries at the number below.

3. Where is the work being performed – what region?

Find the occupation in the correct region pages associated with the county where the project construction is taking place.

4. Is there a rate listed next to the classification?

If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.

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

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

7. If you have questions, **CALL us at (971) 673-0839.**

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting the nearest Bureau of Labor & Industries' office listed below. An order form is in the back of this booklet.

Oregon Bureau of Labor & Industries Office Locations

Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

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 Contractor’s Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor & Industries.
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors either have filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- 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).

ORS 279C.830(2) requires:

That the **specifications** for every contract for public works shall contain a provision 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 shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- 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 must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
 - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - b) recommendations for how the rate could be more accurately determined.
- 3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
- 4) The commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. 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 a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

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.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES

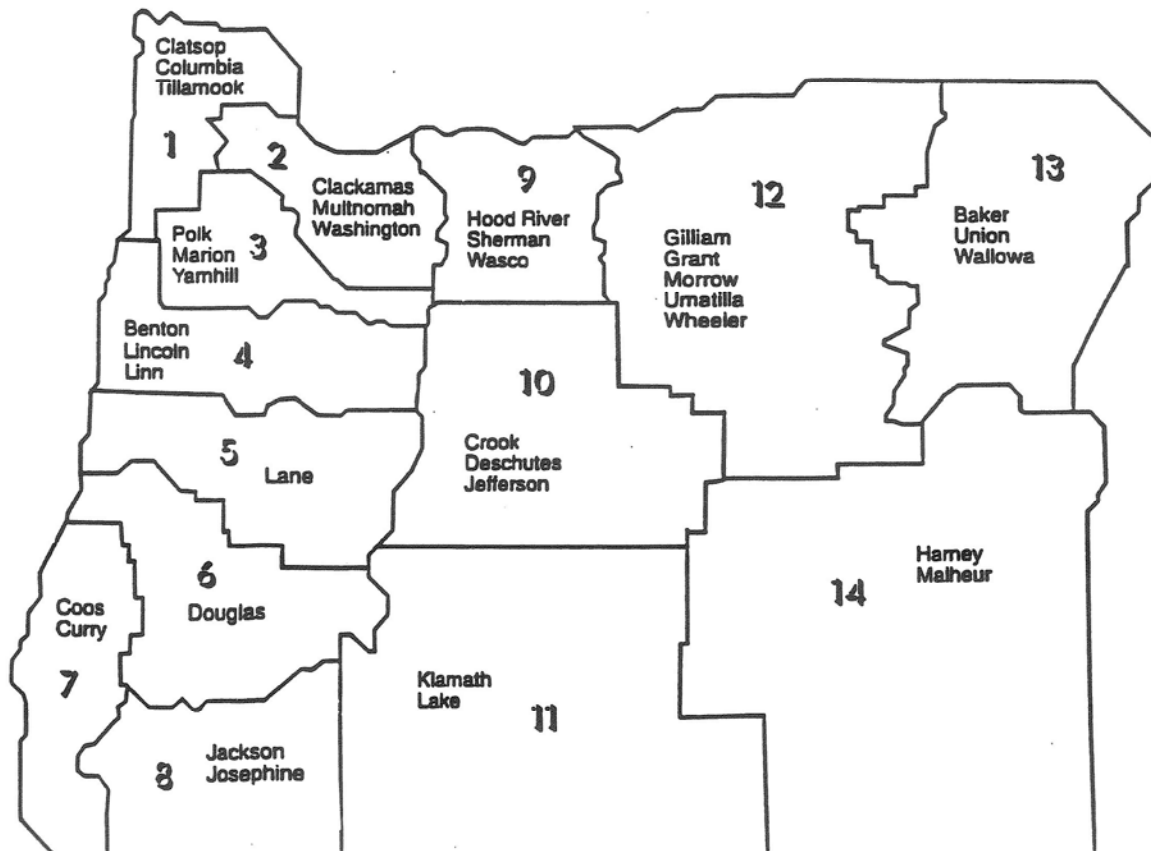
OCCUPATIONS

BY

REGIONS

PREVAILING WAGE RATE

REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #2
Clackamas, Multnomah and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2
Clackamas, Multnomah, and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	\$45.93	\$16.25
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$36.64	\$18.10
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	\$24.97	\$14.14
Truck Driver – All Groups	\$23.45	\$5.99

REGION #9

Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9

Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	\$34.28	\$19.08
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	\$24.97	\$14.14
Truck Driver – All Groups	\$23.45	\$5.99

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$23.45	\$5.99

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	\$41.93	\$18.30
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	\$26.43	\$10.11
Laborer Group 2	\$29.32	\$11.71
Laborer Group 3	\$25.08	\$13.46
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$45.93	\$16.25
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	\$37.15	\$16.68
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$23.45	\$5.99

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$36.64	\$18.10
Bridge and Highway Carpenter	\$36.47	\$15.41
Carpenter Group 1 & 2	\$32.01	\$12.83
Cement Mason	\$28.77	\$14.17
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$36.44	\$16.61
Drywall Taper	\$33.23	\$14.32
Electrician	\$41.93	\$18.30
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$27.22	\$10.76
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$36.72	\$17.66
Hazardous Materials Handler/Mechanic	\$21.25	\$9.31
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.74	\$4.77
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$23.45	\$8.63
Piledriver	\$39.47	\$16.65
Plasterer and Stucco Mason	\$29.70	\$16.91
Plumber/Pipefitter/Steamfitter	\$44.44	\$25.16
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$26.78	\$11.38
Sheet Metal Worker	\$35.09	\$14.53
Soft Floor Layer	\$26.56	\$11.09
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$30.70	\$11.59
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.01	\$18.99
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	See Appendix	See Appendix

APPENDIX

JULY 1, 2020

Collectively Bargained Rates

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

JULY 1, 2020 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section.

Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential, which is added to the hourly base rate.

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

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

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

52.77 22.67

Firestop Containment **37.73 15.84**

BOILERMAKER **38.51 30.29**

BRICKLAYER/STONEMASON

41.20 21.12

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

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

CARPENTER

Zone A (Base Rate)

Group 1	41.75	18.30
Group 2	41.92	18.30
Group 3	43.26	18.30
Group 4	Eliminated	
Group 5	42.31	18.30
Group 6	42.87	18.30

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

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

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

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

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

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

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

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

Zone G: More than 100 miles.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

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

Group 3
(Millwright)

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

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

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

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

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

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

Welders receive \$1.75/hour above their group's rate with an eight (8) hour minimum.

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

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

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Base Rate

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

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

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

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

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

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

Reference Cities for Zones A-C (Cement Mason)

Bend	Medford	Salem
Corvallis	Pendleton	The Dalles
Eugene	Portland	Vancouver

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

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

CEMENT MASON (continued)

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	91.14	18.30
DIVER TENDER	47.14	18.30

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

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

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

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

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

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

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

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

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

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

Reference Cities for Diver/Diver Tender

Bend	Medford
Eugene	North Bend
Longview	Portland

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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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) 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).

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
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Diver Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
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50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

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

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
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0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	50.46	15.15
Assistant Engineer (Watch Engineer, Mechanic Machinist)	47.30	15.15
Tenderman (Boatman Attending Dredge Plant) Fireman	45.81	15.15
Fill Equipment Operator	44.64	15.15
Assistant Mate	41.94	15.15

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

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

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

See Zone Differential on page 41

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

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

Zone mileage based on road miles:

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

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

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

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

ELECTRICIAN

Area 1

Electrician	31.65	15.16
Cable Splicer	34.82	15.34

Reference Counties Area 1

Malheur

Area 2

Electrician	48.05	22.12
Cable Splicer	50.45	22.19

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

ELECTRICIAN (continued)

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

Area 3

Electrician	40.53	21.17
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Reference Counties Area 3

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

Shift Differential

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

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

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

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

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

Area 4

Electrician	45.01	19.79
Cable Splicer	49.51	19.93
Lighting Maintenance/ Material Handlers	20.43	10.06

Reference Counties Area 4

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

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

(c) South half

Shift Differential

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

Area 5

Electrician	47.85	25.71
Electrical Welder	52.64	25.85
Material Handler/ Lighting Maintenance	27.27	16.97

Reference Counties Area 5

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

(d) North Half

ELECTRICIAN (continued)

Shift Differential

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

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	36.96	17.40
Lighting Maintenance and Material Handlers	17.65	9.98

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

See Shift Differential on page 43

OREGON DETERMINATION 2020-02

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

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

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance of 50 to 90 feet from the ground or supporting structures shall be paid 1-1/2 times the base rate of pay.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	55.86	40.97
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Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
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Area 2

Mechanic	56.10	41.00
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Reference Counties Area 2

All remaining Counties

GLAZIER	41.17	23.30
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(Add \$1.00 to base rate if safety belt is required by State safety regulations)

(Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

HAZARDOUS MATERIALS HANDLER

26.03	12.68
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HIGHWAY/PARKING STRIPER

35.87	13.50
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Shift Differential

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

IRONWORKER

<u>Zone 1 (Base Rate):</u>	38.00	26.86
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Zone Differential for Ironworker (Add to Basic Hourly Rate)

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

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

Zone 2: More than 45 miles, but less than 60 miles.

Zone 3: More than 60 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Medford	Portland
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LABORER

Zone A (Base Rate):

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

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

See Zone Differential on page 44

OREGON DETERMINATION 2020-02					
TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

LIMITED ENERGY ELECTRICIAN (continued)

Area 3	31.68	17.73
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Reference Counties Area 3

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

Zone F: More than 100 miles.

Area 4	33.93	14.72
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Reference Counties Area 4

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

(c) South half

Area 5	38.87	21.55
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Reference Counties Area 5

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

(d) North Half

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

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

Area 1

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

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	54.57	17.37
Journeyman Lineman	49.41	16.86
Line Equip. Operator	41.09	15.95
Groundman	29.17	13.55

Reference County Area 2

Malheur County

MARBLE SETTER **42.20 21.12**

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	23.94	13.04
INDUSTRIAL PAINTING	25.14	13.04
BRIDGE PAINTING	29.96	13.04

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

DRYWALL TAPER

Zone A (Base Rate)

38.48 16.71

PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

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

Dispatch Cities for Drywall Taper

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

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

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Zone A (Base Rate)

Plasterer	38.09	18.83
Swinging Scaffold	39.09	18.83
Nozzleman	40.09	18.83

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

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

See Zone Differential mileage on page 46

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

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

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

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

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **31.00 15.57**

Reference Counties Area 1

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

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

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

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

Zone mileage based on road miles:

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

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

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

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

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Area 2 **52.20 32.50**

Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
(Add to Base Rate)

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

Zone mileage based on road miles:

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

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

Area 3 **47.43 32.73**

Reference Counties Area 3

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

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	45.90	15.35
Group 1A	48.06	15.35
Group 1B	50.22	15.35
Group 2	43.99	15.35
Group 3	42.84	15.35
Group 4	41.01	15.35
Group 5	39.77	15.35
Group 6	36.55	15.35

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

See Zone Differential on page 47

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

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

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

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

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

Shift Differential

Two-Shift Operations:

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

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

Three-Shift Operations:

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

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

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 for Zone 1 of this classification

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

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

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

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

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

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

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

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

OREGON DETERMINATION 2020-02

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

Area 1

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

Reference Counties Area 1

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

Area 2

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

Reference Counties Area 2

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

Area 4

Roofers	28.93	13.01
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

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

Area 5

Roofers	29.10	12.81
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Reference County for Area 5

Morrow

(Add \$3.00 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

42.30 23.13

Reference Counties Area 1

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

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

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

Area 2

27.25 19.26

Reference Counties Area 2

Baker	Malheur
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(Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

41.65 21.82

Reference Counties Area 3

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

Area 4

34.98 20.79

Reference Counties Area 4

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

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

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

Area 5 **35.30 21.81**

Reference Counties Area 5

Coos

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

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

Area 6 **29.74 19.70**

Reference Counties Area 6

Curry	Jackson	Klamath
Harney	Josephine	Lake

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

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

Area 7 **32.66 19.44**

Reference Counties Area 7

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

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

SOFT FLOOR LAYER **31.86 19.14**

SPRINKLER FITTER

Area 1 **40.71 24.78**

Reference Counties Area 1

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

SPRINKLER FITTER (continued)

Area 2 **34.82 24.77**

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

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

34.89 15.40

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

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)
34.62 15.40

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

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

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

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

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

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

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

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

Zone G: More than 100 miles.

Reference Cities

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

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
-------	------------------------	--------------------------	-------	------------------------	--------------------------

TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

35.35 19.36

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

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.94 14.11

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

2. BRICK AND MARBLE FINISHER

26.94 14.24

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

TRUCK DRIVER

Zone A (Base Rate)

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

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

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

TRUCK DRIVER (continued)

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

Reference Cities

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

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

TRADE

HOURLY
BASE
RATE

HOURLY
FRINGE
RATE

TRADE

HOURLY
BASE
RATE

HOURLY
FRINGE
RATE

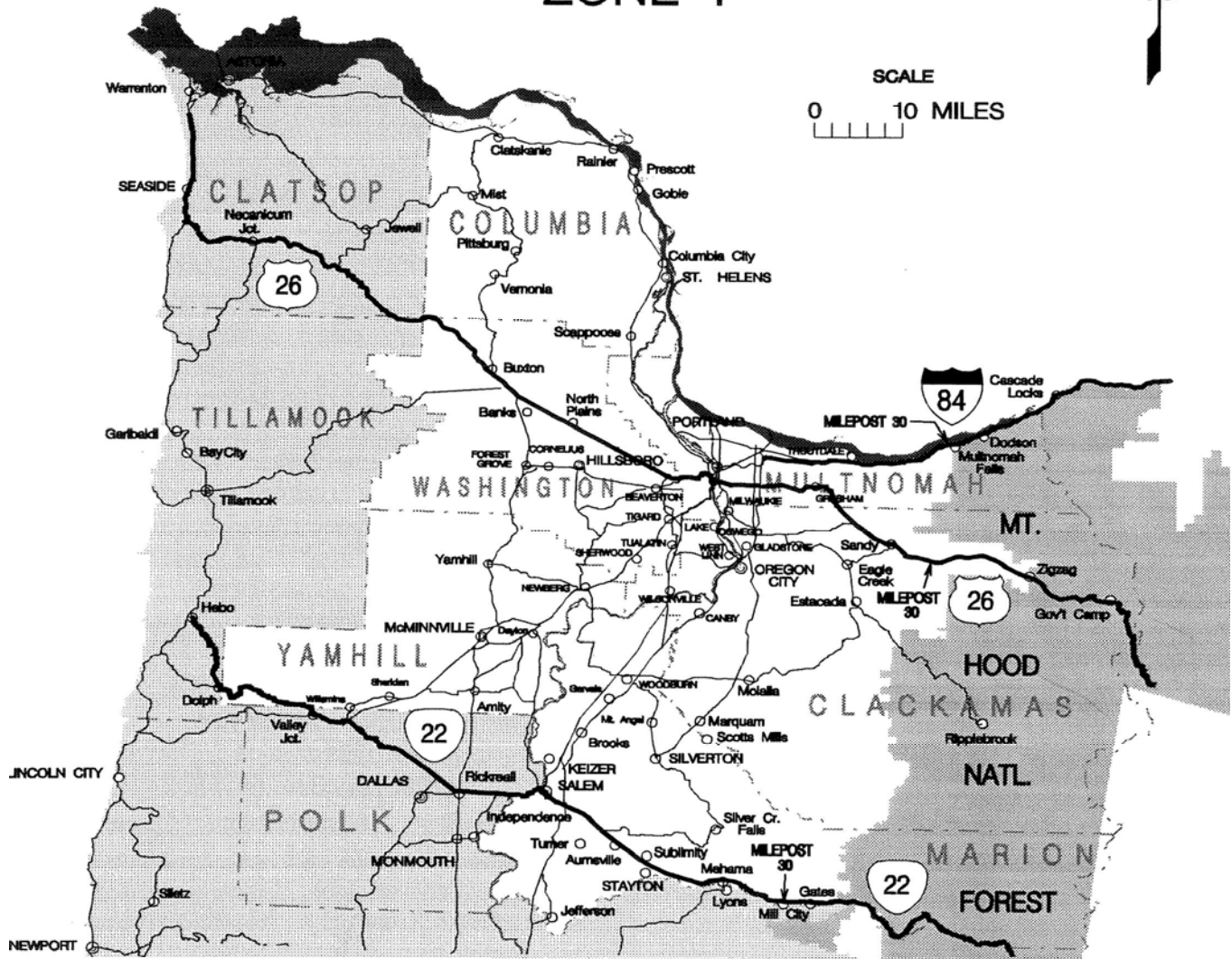
POWER EQUIPMENT OPERATOR

ZONE 1



SCALE

0 10 MILES



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

To: All Oregon Contracting Agencies

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

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

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Atila, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
4.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
5.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
6.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
7.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
8.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
9.	High-N-Shine Concrete Floor, Inc. 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
10.	Lisa Hoang, aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
11.	Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
12.	Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
13.	David P. Miller 731 NW Natio Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
14.	Hai T. Nguyen 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
15.	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
16.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Pacific NW Drywall & Accoustics LLC aka Pacific NW Drywall & Accoustics 731 NW Natio Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
18.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
19.	Pacharee Polson 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
20.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
21.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
22.	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
23.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
24.	Cassie Seeley 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020
25.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
26.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
27.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
28.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2020**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
29.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
30.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

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

PREVAILING WAGE RATE FORMS

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



BUREAU OF LABOR & INDUSTRIES, PREVAILING WAGE RATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALCULATION CHECK

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

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

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

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

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

PRIME CONTRACTOR ☐SUBCONTRACTOR ☐

PAYROLL NO. _____

FINAL PAYROLL ☐

Business Name (DBA): _____		Phone: () _____	CCB Registration Number: _____
Project Name: _____		Project Number: _____	Type of Work: _____
Street Address: _____		Project Location: _____	
Mailing Address: _____		Project County: _____	

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

THIS SECTION FOR PRIME CONTRACTORS ONLY	THIS SECTION FOR SUBCONTRACTORS ONLY
Public Contracting Agency Name: _____ Phone: () _____	Subcontract Amount: _____
Date Contract Specifications First Advertised for Bid: _____	Prime Contractor Business Name (DBA): _____
Contract Amount: _____	Prime Contractor Phone: () _____
	Prime Contractor's CCB Registration Number: _____
	Date You Began Work on the Project: _____

(1)	(2)		(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME , ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)			TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE				HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		HOURS WORKED EACH DAY									
		OT									
		ST									
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.									
		OT									
		ST									
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.									
		OT									
		ST									
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.									
		OT									
		ST									
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.									
		OT									
		ST									
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.									

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS:

EXCEPTION (CRAFT) EXPLANATION

REMARKS:

NAME AND TITLE SIGNATURE

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

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

Date: _____

I, _____, (NAME OF SIGNATORY PARTY),

do hereby state:

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

_____, (CONTRACTOR, SUBCONTRACTOR OR SURETY)

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

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

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

full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____, (CONTRACTOR, SUBCONTRACTOR OR SURETY)

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

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

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

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

(NAME AND TITLE)

(SIGNATURE AND DATE)



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

For Office Use Only:

Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

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

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

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

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

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

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

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

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

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

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

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

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

Contract amount x .001 = fee due

(Please duplicate this form for future use.)



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

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

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

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

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

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

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

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

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

CONTRACTOR/BUSINESS NAME (DBA): _____

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

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

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

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____

or

REFUND DUE*: _____

*Final contract fee less initial fee paid

Sample Calculation:

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



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

For Office Use Only:
Project DB #: _____

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

PUBLIC AGENCY INFORMATION

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

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? YES ☐ NO ☐ If yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

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

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

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

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

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

CONTRACT INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

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

RETURN THIS COMPLETED FORM TO:

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



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ - _____

(Name of State or Local Government Agency)

PAGE ____ OF ____

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

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

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

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

(Name of Agency Official)

(Signature of Agency Official)



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Contracting Agency: _____

Project Name/Number: _____

Department: _____

Estimated Construction Period: _____

ESTIMATED CONTRACTOR COSTS				TOTAL OF ALL CONTRACTOR COSTS
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item	
				\$

ESTIMATED CONTRACTING AGENCY COSTS							TOTAL OF ALL PUBLIC AGENCY COSTS
Labor	Equipment	Administration and Overhead	Tools and Materials	Cost of Any Contracts Agency Must Enter	Quality Control Testing	Any Other Necessary and Related Costs	
							\$

The above-named agency has determined that this project can be performed at the least cost by: _____ Agency _____ Contractor (check one)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record. Use Form WH-118 (Planned Public Improvement Summary) to list planned public improvements. Use this form (WH-119) to report the agency's cost analysis.

Mail completed forms to:

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

(Name of Agency Official)

(Signature of Agency Official)

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

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/boli/WHD/PWR/docs/pwrsched.pdf>.

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

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

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

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

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

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

OREGON PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENT, that _____

as CONTRACTOR (Principal), and _____

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 _____

the OWNER (Obligee) herein, in the sum of _____
DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

This bond is executed under the authority of ORS Chapter 279C, of the State of Oregon, the provisions of which are hereby
incorporated into this bond and made a part hereof.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County for

IN WITNESS;

NOW, THEREFORE, if the CONTRACTOR shall faithfully perform all the provisions of such Contract for the duration
thereof, including the guarantee period, and promptly pay all laborers, mechanics, subcontractors, material men, and all
persons who shall supply such work and services, and save harmless the OWNER, its officers, agents, and employees from
all claims therefore, or from any claim for damages or injury to property or persons arising by reason of the work; and shall,
in time and manner, faithfully do, perform, and furnish all matters and things as by them in the Contract undertaken, and as
by law, local, state, and federal, prescribed, then this obligation shall be void; otherwise it shall remain in full force and
effect.

PROVIDED, HOWEVER:

In no event shall the SURETY be liable for a greater sum than the obligation of this bond.

The SURETY for the 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 accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this _____ day of _____, 20____.

_____ (SEAL)

CONTRACTOR

SURETY

By _____
Attorney-In-Fact

Approved as to Form: _____, 20____.

_____, OWNER

By _____