

FOREST  
GROVE OREGON



SENIOR CENTER  
KITCHEN REHABILITATION  
PROJECT  
CDBG #8209

BID  
DOCUMENTS

MARCH 2018

PROJECT MANUAL

CITY OF FOREST GROVE  
SENIOR CENTER KITCHEN REHABILITATION  
Project CDBG #8209

March 13, 2018

Owner

CITY OF FOREST GROVE  
Office of Economic Development  
P.O. Box 326  
Forest Grove, OR 97116  
Contact: Jeffrey King, Project Manager  
Ph 503-992-3293

Architect

BRIAN C. JACKSON ARCHITECT, LLC  
13545 NW Logie Trail Road  
Hillsboro, OR 97124  
Ph 503-310-8707  
Contact: Brian C. Jackson, AIA

Client/User

FOREST GROVE SENIOR CENTER  
2037 Douglas Street  
Forest Grove, OR 97116  
Contact: Raean Johnston, Executive Director  
Ph. 503-357-2021

Mechanical Engineer

MKE & ASSOCIATES  
6915 SW Macadam Avenue, Ste. 200  
Portland, OR 97219  
Ph 503-892-1188  
Fax 503-892-1190  
Contact: Allen Crisanaz

Food Service Consultant

HALLIDAY ASSOCIATES, INC.  
656 NW Norwood Street  
Camas, WA 98607  
Ph 360-834-6657  
Fax 360-834-5453  
Contact: Laura Bourland

Electrical Engineer

MKE & ASSOCIATES  
6915 SW Macadam Avenue, Ste. 200  
Portland, OR 97219  
Ph 503-892-1188  
Fax 503-892-1190  
Contact: Hank Barleen



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INVITATION TO BID  
CITY OF FOREST GROVE  
WASHINGTON COUNTY, OREGON

**SENIOR CENTER KITCHEN REHABILITATION PROJECT  
CDBG #8209**

Sealed bids for the **Senior Center Kitchen Rehabilitation Project**, will be received at the office of the Administrative Services Director of the City of Forest Grove, 1924 Council Street, P.O. Box 326, Forest Grove, OR 97116, until **BID CLOSING at 10:00 AM**, local time, on **Tuesday, April 3, 2018**. **No bids will be received after the BID CLOSING time**. Bids will be publicly opened and read at the above mentioned location and date at 2:00 PM local time.

This is a Forest Grove Senior Center Kitchen Rehabilitation project. Work is to upgrade and expand kitchen including removing/replacing walls, replace floor, counter tops, shelves, plumbing upgrade and installing new equipment.

Plans and specifications may be examined online at the City of Forest Grove <http://forestgrove-or.gov/rfps> 1928 Council Street, Forest Grove, OR 97116 or at the Daily Journal of Commerce Plans Center . <http://djcoregon.com/projectcenter/> A copy of said documents may be obtained at the City of Forest Grove location/address upon payment of a \$65.00 non-refundable fee (cash or check only).

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond payable to the City of Forest Grove, in an amount not less than five percent (5%) of the amount bid. No bids will be received or considered unless the proposal is properly completed and signed. An option pre-bid conference will be held on **Wednesday, March 21st at 1:30 PM** at the Forest Grove Senior Center, 2037 Douglas Center, Forest Grove, Oregon.

The successful bidder will be required to furnish both a Performance/Payment Bond and Labor/Material Payment Bond each (separately) in the full amount of the Contract price.

Attention is called to the following:

**“The project described in this Invitation To Bid is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program. Minority or Women Business Enterprise MBE/WBE contractors are encouraged to submit a proposal.”** The contract will be subject to regulations of the Departments of Labor and Housing and Urban Development.

**Attention is called to the Federal Provisions for Equal Employment opportunity, HUD Section 3 Requirements, and the minimum wages as set forth in the contract documents.**

Contractor, its subcontractors, if any, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor and all subcontractors must be registered with the Oregon Construction Contractors Board (in compliance with ORS 701.055) **prior to bid opening.**

Construction Contractors Board  
700 Summer Street, NE, Suite #300  
Salem, OR 97310-0151  
(503) 378-4621

Award shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The City of Forest Grove and or the Washington County Office of Community Development reserves the right in its/their sole discretion to reject any and all proposals or to accept any proposal which appears to serve the best interest of the City.

For more information regarding this project, contact Jeffrey King, Project Engineer, at 503-992-3293.

Paul Downey, Administrative Services Director  
City of Forest Grove

Published: Daily Journal of Commerce – March 14 & 16, 2018  
Asian Reporter – March 19, 2018

## BID PROPOSAL

TO: Anna D. Ruggles, City Recorder  
City of Forest Grove Administration Building  
1924 Council Street (PO Box 326)  
Forest Grove, Oregon 97116

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

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

The Bidder further agrees that he has exercised his own judgement regarding the interpretation of surface and subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that all of the applicable provisions of Oregon Law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this proposal.

The Bidder further agrees that if this Proposal is accepted, he shall, if requested by the Engineer, submit a statement of qualifications in a form adopted by the State of Oregon Public Contract Review Board and/or a list of names of subcontractors he intends to utilize in the execution of the contract, within twenty-four (24) hours of the request.

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

The Bidder further agrees to furnish the Owner, before commencing the work under this contract, the certificate of insurance as specified in these documents.

The Bidder further agrees to commence work following the issuance of a "Notice to Proceed" by the Owner and fully complete the project within **150 calendar days**.

Once the Contractor has moved onto the project site, work shall commence and continue, uninterrupted, until fully complete and accepted by the City.

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, the Bidder further agrees to pay liquidated damages, until the work is finished, as specified in these Documents.

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

The amounts shown shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond and the Labor and Material Payment Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the Proposal Guaranty deposited herewith according to the conditions of the Invitation for bids and General Conditions shall be retained by the Owner as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance Bond and the Labor and Material Payment Bond as specified in the Contract Documents. Proposal Guaranty in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on this Proposal, the Surety who will provide the Performance Bond and the Labor and Material Payment Bond will be \_\_\_\_\_ whose address is:

\_\_\_\_\_ (Street)  
\_\_\_\_\_ (City) (State)

The name of the Bidder who is submitting this Proposal is \_\_\_\_\_ doing business at:

\_\_\_\_\_ (Street) (City) (State)

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

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

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

(If Corporation)

In Witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers that \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

(If Sole Proprietor or Partnership)

In Witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Title \_\_\_\_\_

Oregon Construction Contractors Board Registration No. \_\_\_\_\_  
and/or

Oregon Landscape Contractors Board Registration No. \_\_\_\_\_

CITY OF FOREST GROVE  
SENIOR CENTER KITCHEN REHABILITATION  
CDBG #8209

**BID PROPOSAL FORM**

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>WRITTEN LUMP SUM PRICE</u>
1. Kitchen Rehabilitation	LS	\$ _____
2. Lump Sum and Itemized Cost of Food Service Equipment identified as Owner Furnished Contractor Installed.	LS	\$ _____
3. Alternate #1. Dining Room Coffee Service Cabinetry Installed.	LS	\$ _____

Include itemized cost of equipment provided by Owner and installed by the Contractor on Page 2. Provide separate pricing for each item to equal lump sum above. Refer to Food Service Equipment Plan on sheet FS1.1.

TOTAL COST  
IN WRITING: \_\_\_\_\_

TOTAL COST  
IN FIGURES \$ \_\_\_\_\_

CONTRACT DURATION/SCHEDULE: Include both number of days proposed and estimated completion date.

Number of days: \_\_\_\_\_

Date of Substantial Completion: \_\_\_\_\_

Itemized List of Food Service Equipment Installation provided by Owner and Installed by the Contractor.

Item	Description	Quantity	Cost
6	Hand wash sink	2	\$
22	Vegetable Prep Sink Table	1	\$
23	Reach-In Refrigerator	1	\$
24	Cook's Support Work Table	1	\$
30	Convection Steamer w/Stand	1	\$
31	36" Griddle	1	\$
32	6-Open Burner Range	1	\$
34	Ware-washer w/Booster Heater	1	\$
37	Drop-in Hot Wells	1	\$
39	Drop-in Sink	1	\$

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, in the State of \_\_\_\_\_ and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the \_\_\_\_\_, hereinafter called the Obligee in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is such that, whereas, the Principal herein is herewith submitting his \_\_\_\_\_ or \_\_\_\_\_ its \_\_\_\_\_ Bid \_\_\_\_\_ Proposal \_\_\_\_\_ for \_\_\_\_\_ said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract and shall furnish the Performance Bond and Payment Bond as required by the Bidding and Contract Documents within the time fixed by said Documents, then this obligation shall be void, otherwise to remain in full force and effect.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Countersigned:

By: \_\_\_\_\_  
Attorney-In-Fact

Resident Agent

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name:** Senior Center Kitchen Rehabilitation Project

**No.:** CDBG #8209

**Bid Closing:** Date: April 3, 2018 Time: 10:00 am

**Disclosure Deadline:** Date: April 3, 2018 Time: 12:00 pm

This form must be submitted within two (2) working hours of the advertised bid closing date and time; no later than the **DISCLOSURE DEADLINE** stated above.

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS.

List below the Name, Address, Dollar Value, Construction Contractor Board (CCB) number if required, Contact Name and Telephone Number of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. *(If needed, attach additional sheets).*

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
**Dollar Value:** \_\_\_\_\_ **CCB No.:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact :** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
**Dollar Value:** \_\_\_\_\_ **CCB No.:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact :** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
**Dollar Value:** \_\_\_\_\_ **CCB No.:** \_\_\_\_\_

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

- a) 5% of the total Contract Price, but at least \$15,000 (including all alternates). IF the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!**

Bids which are submitted by Bid Closing, but for which the separate disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award.

**Form Submitted By Bidder Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**Deliver Form to Agency:** \_\_\_\_\_

**Person Designated to Receive Form:** \_\_\_\_\_

**Agency's Address:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

**UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SEPARATELY SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

**ACKNOWLEDGEMENT OF ADDENDA**

**Senior Center Kitchen Rehabilitation Project**

**CDBG #8209**

**Bid Date: 4/03/18**

*Addenda No.:* \_\_\_\_\_ *Date Received:* \_\_\_\_\_

*Company:* \_\_\_\_\_

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

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

*Date:* \_\_\_\_\_

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF FOREST GROVE, hereinafter called the "Owner", and \_\_\_\_\_, hereinafter called the "Contractor".

### WITNESSETH:

Said Contractor, in consideration of the sum to be paid him by the said Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the construction of:

### **Forest Grove Senior Center Kitchen Rehabilitation Project CDBG #8209**

to the extent of the Proposal made by the Contractor on the \_\_\_\_ day of \_\_\_\_\_, 2018 , all in full compliance with the Contract Documents referred to herein.

The signed copy of the Bid Proposal made by the Contractor on the xx day of April, 2018, the fully executed Performance Bond and Payment Bond, the General Conditions, the Standard and **Special Specifications**, entitled, **Forest Grove Senior Center Kitchen Rehabilitation Project CDBG #8209** , dated, \_\_\_\_\_ **April 2018**, are hereby referred to and by reference made a part of this Contract (as fully and completely as if the same were fully set forth herein) and are mutually cooperative therewith.

In consideration of the Contractor's faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and to his satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the amount in writing and in numbers as may be adjusted in accordance with the Proposal as determined by the Contract Documents, or as otherwise herein provided, and based on the Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to meet with the Engineer for a pre-construction conference within seven (7) calendar days after the execution of this Contract to review and submit the Contractor's schedule of expected events, as specified in the General Conditions.

Time is of the essence with respect to the Contractor's prosecution of work. The Contractor agrees to complete the work within the time specified in the Bid Proposal and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the Proposal.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing to develop in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the date of the written notice from the Engineer recommending final acceptance of the entire project by the Owner.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid as specified in the General Conditions. In the Owner's sole discretion, it may withhold any monies due the Contractor in an amount equal to that which Owner is due as liquidated damages.

In lieu of the General Conditions' claims procedures, and notwithstanding any contrary terms in the Contract Documents, all Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten days from the date of the occurrence of the event which gives rise to the claim or not more than ten days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are

obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge, Washington County Circuit for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorneys fees and other expert fees. Mediation will occur in Portland, Oregon unless the parties agree otherwise. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Washington County, Oregon. Any trial shall be to the court without a jury. Each party shall be responsible for its own costs and attorneys and expert fees.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

CONTRACTOR:

By  
Title

OWNER: CITY OF FOREST GROVE

By

Title: City Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ As Principal, and \_\_\_\_\_ duly authorized to transact Surety Business, in the State of Oregon, as Surety are held and firmly bound unto the City of Forest Grove, Oregon, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS BOND IS AS FOLLOWS:**

WHEREAS, The said Principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with the City of Forest Grove, Oregon, which Contract, together with the applicable Plans, Specifications, and Bid Proposal, is by this reference made a part hereof, and is hereinafter referred to as the Contract.

This Performance Bond shall guarantee the improvement against defects in materials or workmanship for a period of one (1) year from the date of written acceptance by the City of Forest Grove.

NOW, THEREFORE, If the Principal herein shall faithfully and truly observe and comply with the terms of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said Contract, upon the terms set forth therein and within the time prescribed therein, and shall indemnify and save harmless the City of Forest Grove, its officers, employees and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said Contract by the said Principal or his subcontractors and to all persons supplying to the prosecution of the work, or any part thereof, provided for in said Contract, and shall pay all contributions or amounts due the State Industrial Accident Fund and incurred in the performance of said Contract, and pay all sums of money withheld from the employees of said Principal and payable to the Department of Revenue, pursuant to ORS 315.757 or 316.575, and shall promptly as due, make payment to any persons, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or attention incident to sickness or injury to the employees of such Principal; and shall pay all other just debts, dues and demands incurred in the performance of the said Contract and shall pay the City of Forest Grove such damages as may accrue to the City under said Contract and shall in all respects perform said Contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is given and received under the authority of Chapter 279C, Oregon Revised Statutes, the provisions of which are hereby incorporated into this bond and made a part hereof. Nonpayment of the bond premium will not invalidate this bond, nor shall the City of Forest Grove be obligated for its payment.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed and attested by its duly authorized attorney-in-fact and agent at:

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

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

Witness of Attest:

By: \_\_\_\_\_  
Attorney-In-Fact

Surety

Countersigned:

By:  
Resident Agent

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That

As Principal, and  
duly authorized to transact Surety Business, in the State of Oregon, as Surety are held and firmly bound unto the City of Forest Grove, Oregon, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_). For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS BOND IS AS FOLLOWS:**

WHEREAS, The said Principal herein has made and entered into a certain Contract, a copy of which is attached hereto, with the City of Forest Grove, Oregon, which Contract, together with the applicable Plans, Specifications, and Schedule of Contract prices, is by this reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, If the Principal herein shall make payment promptly, as due to all subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the City of Forest Grove, such damages as may accrue to the City under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is given and received under the authority of Chapter 279C, Oregon Revised Statutes, the provisions of which are hereby incorporated into this bond and made a part hereof. Nonpayment of the bond premium will not invalidate this bond, nor shall the City of Forest Grove be obligated for its payment.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed and attested by its duly authorized attorney-in-fact and agent at:

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

By:  
Principal

Witness of Attest:

By:  
Attorney-In-Fact  
Surety

Countersigned:

By:  
Resident Agent

**Contract Clauses Required in All Community Development Block Grant (CDBG)  
Construction Projects**

*This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.*

**1. Access to Records and Retention of Records**

The Community Development Block Grant (CDBG) recipient, Washington County Office of Community Development, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for four years after the recipient makes final payments and all other pending matters are closed.

**2. Section 3 of the Housing and Community Development Act**

*(Applicable to contracts/subcontracts of \$100,000 or more AND when the funding recipient has received \$200,000 or more in CDBG and/or other federal funding.)*

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **3. Emerging-Small (ESB), Minority-owned (MBE) and Women-owned (WBE) Business Enterprises**

*(Applicable to contracts/subcontracts of \$25,000 or more in CDBG and/or other funding.)*

Affirmative steps must be taken to assure that emerging small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- Include any such qualified firms on solicitation lists.
- Assure that such firms are solicited whenever they are potential sources.
- When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through subcontracting.
- Where possible, establish delivery schedules which will encourage such participation.
- Use the services and assistance of the Small Business Administration, the Office of Minority, Women and Emerging Small Business (State of Oregon) and other sources when appropriate.

### **4. Prohibition on the Use of Federal Funds for Lobbying** *(Applicable to federally funded contracts/subcontracts of \$100,000+)*

The contractor hereby certifies that:

a. No federal funds have been paid or will be paid, by or on behalf of Washington County Office of Community Development, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal 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.

b. If any funds other than federal 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 local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **5. Lead-Based Paint**

The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069).

## **6. Equal Employment Opportunity**

Contractor shall comply with the requirements of Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Orders 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising.

## **7. Copeland "Anti-Kickback" Act**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874), 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 and all subcontractors shall be 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 is otherwise entitled.

**8. Davis-Bacon Act** (*Applicable to CDBG contracts for construction or rehabilitation of housing containing eight or more CDBG-assisted units; any public facility or public improvement contract exceeding \$2,000; applicable to HOME contracts for construction of rehabilitation of twelve or more HOME-assisted units.*)

All laborers and mechanics employed by contractors or subcontractors on construction work assisted under this part shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 USC 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-333), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards.

## **9. Contract Work Hours and Safety Standards Act**

In compliance with Sections 102 of the Contract Work Hours and Safety Standards Act (40 USC. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5), each contractor/subcontractor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. In compliance with Section 107 of the Act, no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **10. Clean Air Act and the Federal Water Pollution Control Act**

*(Applicable to federally-funded contracts and subcontracts in excess of \$100,000)*

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1857 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. Contractor and any of its subcontractors agree to the following requirements:

- 1) A stipulation by the contractor and subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 32;
- 2) Agreement by the contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines thereunder;
- 3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
- 4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every non-exempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount provided under this contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### **11. Debarment and Suspension**

Contractor certifies that neither it nor any of its employees or subcontractors are parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor must provide a current SAM registration and DUNS number.

#### **12. Termination of Contract**

##### *12a. Termination by Owner:*

##### 1) Without Cause

This contract and the work it will carry out is being funded in whole or in part with funding from the U.S. Department of Housing and Urban Development through the Washington County Office of Community Development CDBG program.

The owner may terminate this contract:

- 1) In the event that the grant funds are rescinded in part or in whole; or
- 2) If the work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the owner, owner's employees, or legal representatives.

##### 2) With Cause

The owner may terminate this contract if the contractor is in substantial breach of the provisions contained in the contract documents and/or repeatedly fails to:

- Comply with federal, state, and local laws and regulations;
- Provide for the safety of all occupants and public at large during the execution of the work;
- Properly pay subcontractors or suppliers for material or labor;
- Correct defective work; or

- Progress in a timely manner which demonstrates that the contractor can complete the project within the specified time-frame.

The contractor, upon receipt of written notice from the owner to terminate this contract, shall:

- 1) Cease operation in a manner that protects and preserves work already performed.
- 2) Instruct all subcontractors to cease work and cancel all special orders with suppliers.
- 3) Leave the work site in a condition that is free of hazards to occupants and the public.

If the owner terminates the contract, the contractor may be eligible to receive payment for all work completed, and for material orders already in progress and for which cancellation is not possible. Payment is contingent upon the same inspection and approval procedures by owner and grantor as specified for progress payments. If the owner terminates this contract with cause, the owner may withhold payment until all work is otherwise completed by reasonable means determined by owner. If the unpaid balance of this contract is not sufficient to cover reasonable costs incurred by the owner to complete the work, the contractor shall pay the difference to the owner. If the unpaid balance of this contract is in excess of the reasonable costs incurred by the owner to complete the work, then the owner shall pay the difference to the contractor. Reasonable costs include architect fees, administrative fees, and other expenses made necessary by the above causes.

#### *12b. Termination by Contractor*

Contractor may terminate this contract if:

- Work is stopped under an order of any court, or other public authority, for a period of thirty (30) calendar days, through no act or fault of the contractor, contractor's employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor;
- Work is stopped due to a declared state of emergency by government action;
- Owner fails to make payment within the time-frame and conditions stated in the Contract Documents;
- Owner repeatedly, through no fault of the contractor, contractor's employees, subcontractors, or other persons or agents performing work under direct or indirect contract with the contractor, causes delay of the work; and, such delay constitutes in excess of 100 percent of the total number of days scheduled for completion of the work specified in the Contract Documents.

#### *12c. Termination by Mutual Consent*

Both parties may terminate this contract by mutual written consent.

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

#### 4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: OR180031 02/23/2018 OR31

Superseded General Decision Number: OR20170031

State: Oregon

Construction Type: Building

County: Washington 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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/23/2018

BROR0001-014 06/01/2017

	Rates	Fringes
BRICK FINISHER.....	\$ 23.13	12.70
BRICKLAYER.....	\$ 36.03	20.81
TILE FINISHER.....	\$ 23.13	12.62
TILE SETTER.....	\$ 30.55	17.07

CARP0001-025 06/01/2012

	Rates	Fringes
Carpenters:		
Hardwood floors and batt insulation.....	\$ 32.76	14.44
Including metal stud installation, from work and scaffold building.....	\$ 32.61	14.44

CARP9001-003 06/01/2012

	Rates	Fringes
Acoustical Ceiling Installer & Drywall Hanger.....	\$ 32.90	14.15
LATHER.....	\$ 31.02	16.03

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 ELEC0048-018 01/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 40.20	22.18

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 ELEC0048-019 01/01/2017

	Rates	Fringes
ELECTRICIAN Computer Installation, telephone installation, HVAC temperature control installation, Electrical low voltage wiring installer and sound technician only.....	\$ 24.48	16.58
Electrical installer alarms and Low voltage wiring for alarms only.....	\$ 32.78	19.70

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 ENGI0701-022 01/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

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.

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IRON0029-011 07/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 34.12	23.04

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LABO0737-005 06/01/2017

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 28.89	13.85

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LABO0737-006 06/01/2017

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 28.89	13.85

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LABO0737-007 06/01/2017

	Rates	Fringes
Laborers: (Mason Tender-Stone)...	\$ 28.89	13.85

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LABO0737-015 06/01/2017

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 28.86	13.85
GROUP 2.....	\$ 29.94	13.85

LABORER CLASSIFICATIONS

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

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

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PAIN0055-021 07/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.98	14.44

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PAIN0055-022 07/01/2017

	Rates	Fringes
PAINTER		
BRUSH, ROLLER AND SPRAY.....	\$ 23.02	11.02

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PAIN0740-002 07/01/2017

	Rates	Fringes
GLAZIER.....	\$ 39.08	17.22

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PAIN1236-007 01/01/2018

	Rates	Fringes
FLOOR LAYER: Vinyl Flooring.....	\$ 27.61	14.17

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\* PLAS0082-004 01/01/2018

	Rates	Fringes
PLASTERER		
Including Stucco.....	\$ 32.22	16.58

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PLAS0555-006 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.50	17.62

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PLUM0290-010 04/01/2017

	Rates	Fringes
PLUMBER.....	\$ 43.82	28.28
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PLUM0290-011 04/01/2017		

	Rates	Fringes
PIPEFITTER HVAC Pipe Installation only.....	\$ 43.82	28.28
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ROOF0049-004 07/01/2017		

	Rates	Fringes
ROOFER.....	\$ 30.88	17.47
Excluding Metal Roof.....	\$ 28.53	14.67
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SFOR0669-002 04/01/2017		

	Rates	Fringes
SPRINKLER FITTER Fire Sprinklers.....	\$ 37.66	15.84
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SHEE0016-015 07/01/2017		

	Rates	Fringes
Sheet Metal Worker Including HVAC Duct Installation.....	\$ 38.77	19.16
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SUOR2009-029 11/09/2009		

	Rates	Fringes
LABORER: Landscape.....	\$ 12.38	0.00
MILLWRIGHT.....	\$ 17.62	3.19
TRUCK DRIVER: Dump Truck.....	\$ 20.30	5.25
TRUCK DRIVER: Water Truck.....	\$ 18.11	5.05
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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](http://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)).

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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

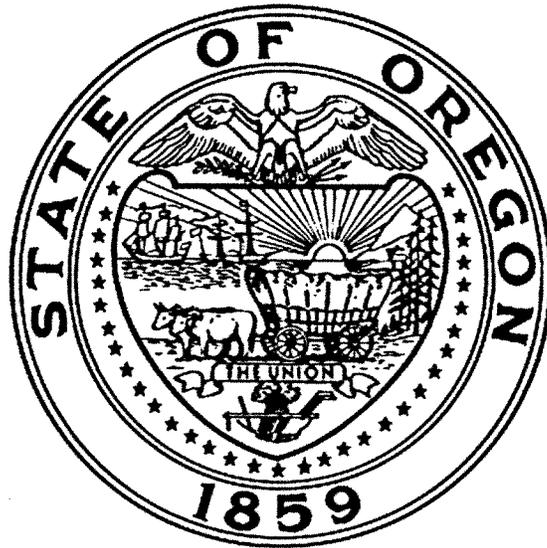
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# PREVAILING WAGE RATES

for

## Public Works Contracts in Oregon



**OREGON BUREAU OF LABOR AND INDUSTRIES**

**Brad Avakian  
Commissioner  
Bureau of Labor and Industries**

**Effective: January 1, 2018**

**BRAD AVAKIAN**  
COMMISSIONER



**CHRISTIE HAMMOND**  
DEPUTY COMMISSIONER

**BUREAU OF LABOR AND INDUSTRIES**

January 1, 2018

In January and July of each year, the Bureau of Labor and Industries publishes the prevailing wage rates that are required to be paid to workers on non-residential public works projects in the state of Oregon. Quarterly updates are 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's website at [www.oregon.gov/boli](http://www.oregon.gov/boli). In order to contain costs and preserve limited budget resources, BOLI is no longer automatically mailing copies of these publications to contracting agencies, contractors, and other interested parties. Those on the agency's mailing list will receive an email notification whenever the publications are amended in the future. One complimentary hard copy of each PWR publication is available upon request by emailing BOLI at [pwemail@boli.state.or.us](mailto:pwemail@boli.state.or.us) or 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 than 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's Prevailing Wage Coordinator in Portland at (971) 673-0839.

Brad Avakian  
Commissioner  
Bureau of Labor and Industries

# HOW TO LOOK UP A RATE

**1. When was the project first advertised for bid?**

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(6) 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 being performed by the worker. If you have any questions about work classifications, contact BOLI 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 BOLI at (971) 673-0839** for the applicable hourly fringe rate.

**7. If you still don't know CALL BOLI 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 Oregon Bureau of Labor and Industries office listed below. An order form is in the back of this booklet.

BOLI 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

# **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.

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	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter	\$35.29	\$14.80
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	\$41.31	\$13.90
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)	\$24.53	\$10.02
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	\$20.16	\$8.43
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	\$18.14	\$4.68
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
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	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
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	\$21.77	\$6.53

JANUARY 1, 2018 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 .....	44
Limited Energy Electrician.....	44
Line Constructor.....	45
Marble Setter.....	45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4) .....	38
Painter .....	45
Piledriver (See Carpenter Group 6).....	38
Plasterer and Stucco Mason.....	46
Plumber/Pipefitter/Steamfitter .....	46
Power Equipment Operator .....	47
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

**OREGON DETERMINATION 2018-01**

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

47.17    21.37

Firestop Containment    30.02    15.20

**BOILERMAKER**    38.69    28.75

**BRICKLAYER/STONEMASON**

36.03    19.59

(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	36.63	16.25
Group 2	36.78	16.25
Group 3	37.16	16.25
Group 4	37.34	16.25
Group 5	37.16	16.25
Group 6	37.70	16.25

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 Group-I)

Group 4  
(Millwright Group-II)

Zones for Groups 3 and 4 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 and 4 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).

**OREGON DETERMINATION 2018-01**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
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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")

Zone A (Base Rate)

Group 1	<b>31.50</b>	<b>19.62</b>
Group 2	<b>32.19</b>	<b>19.62</b>
Group 3	<b>32.19</b>	<b>19.62</b>
Group 4	<b>32.87</b>	<b>19.62</b>

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

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

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

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

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

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	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, or, city hall of the Reference City closest to the current employee's residence and the project.

**DIVER & DIVER TENDER**

Zone 1 (Base Rate)

<b>DIVER</b>	<b>86.89</b>	<b>16.25</b>
<b>DIVER TENDER</b>	<b>42.89</b>	<b>16.25</b>

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

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

Zone 2	<b>.85</b> per hour
Zone 3	<b>1.25</b> per hour
Zone 4	<b>1.70</b> per hour
Zone 5	<b>2.00</b> per hour
Zone 6	<b>3.00</b> per hour
Zone 7	<b>5.00</b> per hour

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

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

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

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

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

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

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

Reference Cities for Diver/Diver Tender

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

**OREGON DETERMINATION 2018-01**

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>
50-100 ft.	\$1.00 per foot over 50 feet
101-150 ft.	\$1.50 per foot over 100 feet
151-200 ft.	\$2.00 per foot over 150 feet

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):

<u>Distance Traveled In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
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5-50ft.	\$0.50/hr. up to \$4.00 maximum per day
50-100ft.	\$1.13/hr. up to \$9.00 maximum per day
100-150ft.	\$2.13/hr. up to \$17.00 maximum per day
150-200ft.	\$4.63/hr. up to \$37.00 maximum per day
200-300ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$0.40 per foot traveled in enclosure.
300-450ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$0.80 per foot traveled in enclosure.
450-600ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$1.60 per foot traveled in enclosure.

**DREDGER**

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	<b>45.96</b>	<b>14.35</b>
Assistant Engineer (Watch Engineer, Mechanic Machinist)	<b>42.80</b>	<b>14.35</b>
Tenderman (Boatman Attending Dredge Plant) Fireman	<b>41.31</b>	<b>14.35</b>
Fill Equipment Operator	<b>40.14</b>	<b>14.35</b>
Assistant Mate	<b>37.44</b>	<b>14.35</b>

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

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

Zone mileage based on road miles:

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

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

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	<b>36.92</b>	<b>15.96</b>
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	<b>36.92</b>	<b>15.96</b>

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

Zone mileage based on road miles:

Zone 2	31-40 miles	<b>.85</b> per hour
Zone 3	41-50 miles	<b>1.25</b> per hour
Zone 4	51-60 miles	<b>1.70</b> per hour
Zone 5	61-70 miles	<b>2.00</b> per hour
Zone 6	71-100 miles	<b>3.00</b> per hour
Zone 7	101 or more	<b>5.00</b> per hour

**OREGON DETERMINATION 2018-01**

**TRADE**                      **HOURLY BASE RATE**    **HOURLY FRINGE RATE**

**TRADE**                      **HOURLY BASE RATE**    **HOURLY FRINGE RATE**

**DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)**

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other 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	<b>29.46</b>	<b>13.72</b>
Cable Splicer	<b>32.19</b>	<b>13.70</b>

Reference Counties Area 1

Malheur

**Area 2**

Electrician	<b>40.90</b>	<b>20.06</b>
Cable Splicer	<b>42.95</b>	<b>20.12</b>

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:

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.

**ELECTRICIAN (continued)**

**Area 3**

Electrician	<b>37.55</b>	<b>17.43</b>
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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 <sup>st</sup> Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 <sup>nd</sup> Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 <sup>rd</sup> Shift "Graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

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

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

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

**OREGON DETERMINATION 2018-01**

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

**Area 4**

Electrician	<b>41.85</b>	<b>18.95</b>
Cable Splicer	<b>46.04</b>	<b>19.07</b>
Lighting Maintenance/ Material Handlers	<b>19.02</b>	<b>9.82</b>

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

**Area 5**

Electrician	<b>40.20</b>	<b>23.38</b>
Electrical Welder	<b>44.22</b>	<b>23.50</b>
Material Handler/ Lighting Maintenance	<b>22.91</b>	<b>15.65</b>

Reference Counties Area 5

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

(d) North Half

**ELECTRICIAN** (continued)

Shift Differential

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

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

**Area 6**

Electrician	<b>32.69</b>	<b>16.52</b>
Lighting Maintenance and Material Handlers	<b>16.97</b>	<b>9.76</b>

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

**OREGON DETERMINATION 2018-01**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
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**ELECTRICIAN** (continued)

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

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	<b>52.41</b>	<b>38.46</b>
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Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
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**Area 2**

Mechanic	<b>52.70</b>	<b>38.63</b>
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Reference Counties Area 2

All remaining Counties

<b><u>GLAZIER</u></b>	<b>37.17</b>	<b>20.45</b>
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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**

<b>23.78</b>	<b>12.18</b>
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**HIGHWAY/PARKING STRIPER**

<b>34.87</b>	<b>11.46</b>
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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>	<b>36.21</b>	<b>24.66</b>
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Zone Differential for Ironworker  
(Add to Basic Hourly Rate)

Zone 2	<b>4.38/hr.</b> or \$35.00 maximum per day
Zone 3	<b>7.50/hr.</b> or \$60.00 maximum per day
Zone 4	<b>10.00/hr.</b> or \$80.00 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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The Local Union Office  
2505 Dupertail St., Suite C  
Richland, WA 99352

**OREGON DETERMINATION 2018-01**

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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**LABORER**

Zone A (Base Rate):

Group 1	<b>28.86</b>	<b>13.82</b>
Group 2	<b>29.94</b>	<b>13.82</b>
Group 3	<b>25.00</b>	<b>13.82</b>

**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.

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

Zone B	<b>.85</b> per hour
Zone C	<b>1.25</b> per hour
Zone D	<b>2.00</b> per hour
Zone E	<b>3.00</b> per hour
Zone F	<b>5.00</b> per hour

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

Reference Cities for Laborer

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

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

**LIMITED ENERGY ELECTRICIAN**

Area 1 **20.00**    **8.85**

Reference Counties Area 1

Malheur

Area 2 **31.50**    **18.35**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 **28.65**    **15.36**

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

Area 4 **30.13**    **14.40**

Reference Counties Area 4

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

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

(c) South half

Area 5 **32.78**    **18.98**

Reference Counties Area 5

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

(d) North Half



**OREGON DETERMINATION 2018-01**

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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**PLASTERER AND STUCCO MASON**

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

Zone A (Base Rate)

Plasterer	<b>28.79</b>	<b>18.58</b>
Swinging Scaffold	<b>29.79</b>	<b>18.58</b>
Nozzleman	<b>30.79</b>	<b>18.58</b>

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

Zone B	<b>.85</b> per hour
Zone C	<b>1.25</b> per hour
Zone D	<b>1.70</b> per hour
Zone E	<b>2.00</b> per hour
Zone F	<b>3.00</b> per hour
Zone G	<b>5.00</b> per hour
Zone H	<b>10.50</b> per hour for 8 hours

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

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, but less than 300 miles.

Zone H: More than 300 miles.

Reference Cities for Plasterer & Stucco Mason

Bend	Medford	Salem
Eugene	Portland	

**PLUMBER/PIPEFITTER/STEAMFITTER**

<b><u>Area 1</u></b>	<b>29.00</b>	<b>14.32</b>
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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)

**PLUMBER/PIPEFITTER/STEAMFITTER** (continued)

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

Zone 1	<b>2.50</b> per hour
Zone 2	<b>3.50</b> per hour
Zone 3	<b>5.00</b> 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.

<b><u>Area 2</u></b>	<b>49.24</b>	<b>28.79</b>
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Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2  
(Add to Base Rate)

Zone 2	<b>10.62/hr.</b> not to exceed \$80.00 day.
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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)

<b><u>Area 3</u></b>	<b>42.83</b>	<b>27.02</b>
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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

**OREGON DETERMINATION 2018-01**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
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**POWER EQUIPMENT OPERATOR**

Zone 1 (Base Rate)

Group 1	<b>41.65</b>	<b>14.35</b>
Group 1A	<b>43.73</b>	<b>14.35</b>
Group 1B	<b>45.82</b>	<b>14.35</b>
Group 2	<b>39.74</b>	<b>14.35</b>
Group 3	<b>38.59</b>	<b>14.35</b>
Group 4	<b>37.51</b>	<b>14.35</b>
Group 5	<b>36.27</b>	<b>14.35</b>
Group 6	<b>33.05</b>	<b>14.35</b>

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

**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	<b>3.00</b> per hour
Zone 3	<b>6.00</b> per hour

**POWER EQUIPMENT OPERATOR** (continued)

**For projects in the following metropolitan counties:**

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

**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 2018-01**

<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
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**ROOFER**

**Area 1**

Roofer	<b>30.88</b>	<b>17.44</b>
Handling coal tar pitch	<b>33.97</b>	<b>17.44</b>
Remove fiberglass insulation	<b>33.97</b>	<b>17.44</b>

Reference Counties Area 1

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

**Area 2**

Roofer	<b>26.55</b>	<b>15.96</b>
Handling coal tar pitch	<b>28.55</b>	<b>15.96</b>
Remove fiberglass insulation	<b>28.05</b>	<b>15.96</b>

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	<b>26.74</b>	<b>12.23</b>
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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	<b>26.60</b>	<b>12.28</b>
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Reference County for Area 5

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

**SHEET METAL WORKER**

**Area 1**

<b>38.77</b>	<b>20.43</b>
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Reference Counties Area 1

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

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

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

**Area 2**

<b>25.00</b>	<b>18.21</b>
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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**

<b>34.75</b>	<b>20.82</b>
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Reference Counties Area 3

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

**Area 4**

<b>32.10</b>	<b>18.45</b>
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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)



<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>	<b>TRADE</b>	<b>HOURLY BASE RATE</b>	<b>HOURLY FRINGE RATE</b>
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**TESTING AND BALANCING (TAB) TECHNICIAN**

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

**TILESETTER/TERRAZZO WORKER: Hard Tilesetter**

**31.39    18.08**

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

(Add \$1.00 to base rate when working with a safety belt)

(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**

**23.95    13.18**

(Add \$1.00 to base rate when working with a safety belt)

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

**2. BRICK AND MARBLE FINISHER**

**23.95    13.31**

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

**TRUCK DRIVER**

Zone A (Base Rate)

Group 1	<b>27.94</b>	<b>14.37</b>
Group 2	<b>28.06</b>	<b>14.37</b>
Group 3	<b>28.19</b>	<b>14.37</b>
Group 4	<b>28.46</b>	<b>14.37</b>
Group 5	<b>28.68</b>	<b>14.37</b>
Group 6	<b>28.85</b>	<b>14.37</b>
Group 7	<b>29.05</b>	<b>14.37</b>

**TRUCK DRIVER (continued)**

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

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

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).

# Power Equipment Operator

## ZONE 1

