BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, September 14, 2016
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- Minutes, September 7, 2016 Board meeting;
- Minutes, September 7, 2016 Staff meeting.

VISITOR COMMENTS - 5 MINUTE LIMIT

MATTERS:

1) 2nd Reading of Ordinance No. 2016-4, "In the Matter of Adopting the Columbia County Reward Ordinance and Repealing Ordinance No. 201".

CONSENT AGENDA:

(A) Ratify the Select to Pay for week of 9/12/16.

(B) Approve Waiver of Tipping Fees for Randy Hagedorn in the amount of $245.30.

(C) Order No. 50-2016, "In the Matter of Adopting the Oregon Department of Transportation Disadvantaged Business Enterprises (DBE) Policy and Program".

(D) Order No. 53-2016, "In the Matter of Filing a Lien against Brian Richards in the Columbia County Lien Records for Failure to Pay Civil Penalties".

(E) Order No. 54-2016, "In the Matter of Filing a Lien against George Bainbridge in the Columbia County Lien Records for Failure to Pay Civil Penalties".

AGREEMENTS/CONTRACTS/AMENDMENTS:

(F) Amendment #1 to the Intergovernmental Agreement with City of Scappoose for Work Crew Services.

(G) Amendment #3 to the Intergovernmental Agreement with Oregon Department of Transportation for Work Crew Services.

(H) Amendment #1 to Intergovernmental Agreement with the Port of St. Helens for Work Crew Services.

(I) Amendment #7 to Intergovernmental Agreement with the City of St. Helens for Work Crew Services.

(J) Amendment #10 to the 2015-2017 IGA #148004 with Oregon Health Authority and authorize the Chair to sign.

(K) Contract with Lakeside Industries, Inc., for Scappoose-Vernonia and Apiary Road Overlays.

DISCUSSION ITEMS:

- Medical Sharps Disposal Container Exchange Program.

COMMISSIONER HYDE COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER FISHER COMMENTS:

EXECUTIVE SESSION:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BOARD COMMUNICATION

FROM THE LAND DEVELOPMENT SERVICES DEPARTMENT
MEETING DATE: **September 14, 2016 Regular Meeting**

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: Todd Dugdale, Director of Land Development Services

SUBJECT: **SOLID WASTE PROGRAM**
New County Medical Sharps Disposal Container Exchange Program

DATE: September 7, 2016

SUMMARY:

In 1989 Oregon enacted a law (ORS 459.386 to 498.405) to protect the public from medical waste and sharps. Oregon law (ORS 459.390) requires that medical waste be segregated from other waste by separate containment at the point of generation. Sharps shall be contained for storage, collection, transportation and disposal in leak-proof, rigid, puncture-resistant red containers that are sealed to prevent loss of the contents and clearly marked with the biohazard symbol.

Currently, the Columbia County Transfer Station is the only location in the County for medical sharps users to drop off an approved container for safe and proper disposal. Residents can purchase the containers at any pharmacy but they can only return it at the Transfer Station.

To reduce the improper disposal of household medical sharps, the Columbia County Solid Waste Program will provide a Medical Sharps Disposal Container Exchange Program at the Columbia County Transfer Station. Under the new program the medical sharps user may make a one-time purchase of an approved container for $5. When the container with the County sticker on it is dropped off for disposal, we will provide them with a free replacement container with a County sticker. The new Medical Sharps Disposal Container Exchange Program will make it easier and reduce the financial burden for the medical sharps user to properly dispose of medical sharps, and thereby reduce improper disposal and the related health and safety threat.

Based on past annual amounts of medical sharps processed at the Transfer Station (total pounds and equivalent numbers of containers), we estimate the annual cost of the program to be $1,500 - 2,000.00.

The Land Development Services, Solid Waste Program plans to start the program Monday October 3, 2016. Staff plans to get the word out to potential users of the program by distribution of the program brochure and media spots.

ATTACHMENT
Brochure Columbia County Sharps Container Exchange program
Flyer – Introducing Columbia County Sharps Container Exchange program

Prepared by Kathy Boutin-Pasterz, Solid Waste Program Coordinator

Columbia County administers the Solid Waste Management Plan and the Solid Waste Ordinance.

Columbia County

- administers the solid waste collection franchises within the unincorporated area of the County.
- operates the Columbia County Transfer Station.
- plans, organizes and directs the County recycling, waste reduction, reuse and household hazardous waste program

For more information go to:
http://www.co.columbia.or.us/departments/land-development-services/solid-waste-program

Columbia County Solid Waste Program
Courthouse, Room 105
230 Strand Street
St Helens, OR 97051

Columbia County 1854 Recycles

Columbia County 1854 Oregon

Columbia County's Safe Disposal of Household Medical Sharps

Columbia County's Sharps Container Exchange Program

Household Sharps

Household sharps are medical instruments such as needles, acupuncture needles, IV tubing with needles, scalpel blades, lancets, glass tubes and syringes that can cause injury, spread infection or pollute the environment when used or disposed of improperly.

Throwing sharps in the trash is illegal

You cannot dispose of syringes and other medical sharps in the garbage because it's illegal in Oregon. The law also requires that medical sharps be disposed of in approved sharps containers.

Sharps can harm people, pets and wildlife when discarded improperly

Placing hypodermic needles and other sharps in the trash, for example, exposes garbage haulers and other disposal workers to potential injury.

Safe sharps disposal

Oregon law requires that regulated medical waste be stored and disposed of in red, rigid, leakproof, puncture-resistant containers clearly marked with the biohazard symbol and sealed or safety. They're available at many local pharmacies and Columbia County Transfer Station's Scale House (1601 Railroad Avenue; St Helens, OR)

If you use sharps at home follow these easy steps to utilize the sharps container exchange program

1. **Enroll** at the Columbia County Transfer Station Scale House for **just $5** per container, and get a new sharps disposal container at no cost each time you submit a full one for proper disposal.

2. **Bring** your sharps container to the **Columbia County Transfer Station Scale House** (*1601 Railroad Avenue, St Helens, OR 97051*) between 8am-5pm Monday—Saturday for proper disposal.

3. **Receive** a new empty container.

Columbia County's program is only for residents and households.

Contact Us

Columbia County Solid Waste Program

Courthouse, Room 105

230 Strand Street

St Helens, OR 97051

503-397-7259

Visit us on the web:

http://www.co.columbia.or.us/departments/land- development-services/solid-waste-program

The Exchange Program is only for Columbia County residents and households

Group homes, residential care facilities and other commercial or business customers should contact a medical waste management company or their garbage hauler or sharps disposal options.

Columbia County's Safe Disposal of Household Sharps

Starting Monday October 3, 2016

INTRODUCING Columbia County's Sharps Container Exchange Program

If you use sharps at home follow these easy steps to utilize the sharps container exchange program

1. Enroll at the Columbia County Transfer Station Scale House (1601 Railroad Avenue; St Helens, OR) for **just $5** per container, and get a new sharps disposal container at no cost each time you submit a full one for proper disposal.

2. Bring your full sharps container to the **Columbia County Transfer Station Scale House** (*1601 Railroad Avenue, St Helens*) between **8am-5pm, Monday—Saturday** for proper disposal.

3. Receive a new empty container at no cost.

Columbia County
1854
Oregon

Columbia County Solid Waste Program
230 Strand Street;
St Helens, OR 97051
503-397-7259

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Columbia County Reward Ordinance and Repealing Ordinance No. 201	))))	ORDINANCE NO. 2016 - 4

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2016 - 4.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035 and 131.885 to 131.895.

SECTION 3. PURPOSE.

The purposes of this Ordinance are: (1) to adopt the Columbia County Reward Ordinance which delegates authority to the Columbia County Sheriff to offer and issue rewards for information leading to the apprehension of persons described in ORS 131.885 to 131.895; and (2) to repeal Columbia County Ordinance No. 201.

SECTION 4. ADOPTION.

The Columbia County Reward Ordinance, a copy of which is attached hereto, labeled Exhibit “A”, and incorporated herein by this reference, is hereby adopted.

SECTION 5. REPEAL.

Columbia County Ordinance No. 201 is repealed.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent portion and such holdings shall not affect the validity of the remaining portion of this Ordinance.

SECTION 7. SCRIVENER'S ERRORS.

A scrivener's error in any portion of this Ordinance or its attachments may be corrected by order of the Board of County Commissioners.

DATED this _____ day of _____, 2016.

Attest:

By: _____
Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date: _____

Approved as to form

By: _____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

EXHIBIT "A"

COLUMBIA COUNTY REWARD ORDINANCE

SECTION 1. TITLE.

This Ordinance shall be known as the Columbia County Reward Ordinance.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035 and 131.885 to 131.895.

SECTION 3. DELEGATION.

The Board of County Commissioners for Columbia County, Oregon, delegates its authority, as provided by ORS 131.885 to 131.895, to the Columbia County Sheriff as follows:

A. If any person charged with or convicted of any felony within this state breaks prison, escapes, absconds or flees or hides from justice, the Columbia County Sheriff, if the Sheriff deems it necessary, may offer a reward for information leading to the apprehension of such person by the appropriate police authority.

B. An organization, association or person, including the Columbia County Sheriff, may offer a reward for information leading to the apprehension and conviction of any person who has committed a criminal offense.

C. The Columbia County Sheriff, on the claim of the applicant for reward under 131.885 to 131.895 and this Ordinance, shall determine whether the claimant is entitled to the reward. If the Sheriff so determines, the Sheriff shall certify the amount offered in reward, or a proportionate share thereof if more than one claimant is entitled, to the Columbia County Clerk and the Clerk shall draw a warrant on the Columbia County Treasurer for the amount so authorized.

SECTION 4. PAYMENT OF REWARDS.

Payment of rewards under this Ordinance by the Columbia County Sheriff shall be made from funds budgeted to the Sheriff for that purpose, or from other funds budgeted to the Sheriff consistent with Oregon's Local Budget Law.

SECTION 5. LIMITATION OF AUTHORITY.

The Sheriff's authority under this Ordinance is subject to and limited as provided by ORS 131.885 to 131.895.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Oregon Department of Transportation Disadvantaged Business Enterprises (DBE) Policy and Program	ORDER NO. 50-2016

WHEREAS, the United Stated Department of Transportation (USDOT) adopted Disadvantaged Business Enterprises (DBE) regulations (49 CFR Part 26) that require recipients receiving certain funds through the Federal Transit Administration (FTA) to adopt a DBE program upon receipt of specific levels of funding in a federal fiscal year and to continue to carry out the program until all FTA funds have been expended; and

WHEREAS, Columbia County's Transit Department received an FTA grant for the construction of the St. Helens Transit Facility, and as a condition of funding, the County adopted its own DBE policy and program through Board Order No. 23-2011; and

WHEREAS, because all funds from that FTA grant have been expended, the County is no longer required to administer its own DBE program. However, as a recipient of federal funds through the State of Oregon, the County must still comply with federal DBE regulations; and

WHEREAS, the State of Oregon Department of Transportation (ODOT) has adopted a DBE policy and program that complies with federal regulations; and

WHEREAS, ODOT's Unified Certification Program (UCP) also establishes a DBE certification program for Oregon and designates ODOT's Office of Civil Rights as the agency responsible for ensuring compliance with federal DBE certification regulations. Columbia County participates in the UCP through Intergovernmental Agreement No. 28966 with ODOT; and

WHEREAS, because ODOT's DBE program is fully compliant with federal regulations and the County is no longer required to administer its own DBE program, which duplicates the State's efforts, the County can more efficiently and effectively maintain compliance with federal DBE regulations by adopting the State of Oregon's DBE program;

NOW, THEREFORE, IT IS HEREBY ORDERED, as follows:

1. The ODOT DBE Policy and Program Plan, as amended, which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted.

2. Board Order No. 23-2011, "In the Matter of Adopting a Disadvantaged Business Enterprises Policy Statement and Program," is hereby repealed.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY

By:_____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Approved as to form

By: _____
Office of County Counsel

EXHIBIT A

Oregon Department of Transportation
Policy Statement
Disadvantaged Business Enterprise (DBE) Program

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as revised January 28, 2011.

It is ODOT's policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, or national origin in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, and (3) Members of the DBE and non-DBE business community that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights
355 Capitol Street NE, MS 31
Salem, Oregon 97301- 3871

or

ODOT Office of Civil Rights web page at:
http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/index.shtml

If you have any questions or would like further information regarding this program, please contact the Office of Civil Rights Manager, Angela M. Ramos, by telephone at (503) 986-4350, by fax at (503) 986-6382, or by e-mail at Angela.M.Ramos@odot.state.or.us.

Matthew Garrett
Director, Oregon Department of Transportation

12-21-15
Date

1. DBE PROGRAM GENERAL REQUIREMENTS

1.1 Objectives (§§ 26.1, 26.23)

The Disadvantaged Business Enterprise (DBE) Program objectives are found in the DBE Policy statement on the first page of this program.

To achieve the objectives of the Oregon Department of Transportation (ODOT) DBE policy, ODOT will circulate the DBE policy as follows:

To The Oregon Transportation Commission (OTC) – The Office of Civil Rights (OCR) provides annual updates to the OTC and as required. OCR will include the DBE policy with each annual update.

To the Business Community – OCR will circulate the DBE Policy statement at key stakeholder events. Examples of key events include, the annual ODOT-AGC (Association of General Contractors) meeting, and "Doing Business with ODOT" small business workshops. Additionally, when the DBE Program plan update is posted to the OCR webpage, OCR will announce the plan update to the OCR list-serve and include the DBE Policy statement in the announcement. The policy will also be sent electronically to all sub-recipients of Federal Transit Authority (FTA) funded grants and included in the FTA required State Management Plan (SMP). Also, OCR will work with the Office of Procurement (OPO) and Office of Project Letting (OPL) to include the policy statement with project and proposal DBE provisions.

To ODOT Personnel – OCR will coordinate an annual update on Inside ODOT (the agency's internal newsletter) and periodic updates in the agency's internal Diversity Newsletter. OCR will also circulate the DBE Policy statement at internal OCR and DBE-related training sessions.

1.2 Applicability (§ 26.3)

This program applies to all US Department of Transportation (USDOT) financial assistance where ODOT expends federal funds as the recipient of:

Federal–aid highway funds authorized under Titles I and V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107 and Titles I, III, and V of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: Legacy for Users (SAFETEA-LU),

Federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240, SAFETEA-LU, Titles I, III, V, and VI, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178,

Federal-aid highway and Federal transit funds authorized under Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141.

Projects funded by Federal Aviation Administration are administered by Oregon Department of Aviation (ODA). For more information on ODA's DBE Program, see:

http://www.oregon.gov/aviation/Pages/Affirmative-Action-.aspx

1.3 Definitions (§ 26.5)

ODOT adopts the definitions contained in 49 CFR 26.5 for this program (see Exhibit A for Part 26).

1.4 Non-discrimination Requirements (§ 26.7)

ODOT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, ODOT will not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the purpose of this program with respect to individuals of a particular race, color, sex, or national origin.

1.5 Assurances (§ 26.13)

A. Federal Financial Assistance Agreement Assurance (§ 26.13(a))

ODOT has received federal financial assistance from USDOT, and as a condition of receiving this assistance, has signed the following assurance that it will comply with 49 CFR 26:

> [Recipient] shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear verbatim in financial assistance agreements between ODOT and sub-recipients.

B. Contract Assurance (§ 26.13(b))

ODOT will ensure that the following clause is placed verbatim in every USDOT-assisted contract and subcontract:

> The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ODOT physically incorporates FHWA Form 1273 into each highway construction contract that is partly or completely funded under Title 23 and requires that contractors physically incorporate the form into each subcontract.

1.6 Authority and Applicable Law (§ 26.3)

The USDOT Regulations (49 CFR 26) published in the Federal Register, as amended January 28, 2011, established a requirement that all recipients of USDOT funds establish a Disadvantaged Business Enterprise Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities including transit and personal service contracts.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.

The Title VI, Civil Rights Act of 1964 requires non-discrimination in federally assisted programs or activities on the grounds of race, color, sex, or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

1.7 DBE Financial Institutions (§ 26.27)

It is ODOT policy to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on USDOT-assisted contracts to make use of these institutions. OCR has reviewed the Federal Reserve Board's statistical release on minority-owned financial institutions at the following the Federal Reserve website:

http://www.federalreserve.gov/releases/mob/

The Federal Reserve Board releases this information quarterly. The current release at the time of this program update showed there were no minority-owned financial institutions in Oregon (see Exhibit B). OCR will annually re-evaluate the availability of DBE financial institutions.

2. PROGRAM RESPONSIBILITIES

2.1 Oregon Department of Transportation (ODOT)

As a recipient of US Department of Transportation (USDOT) financial assistance, the Oregon Department of Transportation (ODOT) is required to implement a Disadvantaged Business Enterprise (DBE) program according to the requirements explained in 49 CFR 26. As provided under 49 CFR 26, only firms owned and controlled by socially and economically disadvantaged persons are to benefit from the DBE Program.

The Director of ODOT is responsible for establishing the DBE policy for the Department and is responsible to ensure adherence to this policy. The Manager of the Office of Civil Rights (OCR), in coordination with all ODOT Officers, Division Managers, District Managers, and Procurement Office staff, is responsible for the development, implementation and monitoring of the DBE Program for contracts in accordance with the Department's nondiscrimination policy.

2.2 ODOT Office of Civil Rights

ODOT's OCR is responsible for ensuring compliance with federal regulations in determining the eligibility of applicant firms seeking participation in the program. OCR is also responsible for establishing a minimum expected participation goal on a triennial basis and determining credit towards meeting the assigned DBE participation goal on federally assisted contracts the department awards.

Roles and Responsibilities: Overview

A. DBE Liaison Officer

The following individual is the designated DBE Liaison Officer:

Tiffany Hamilton
Disadvantaged Business Enterprise Program Manager
Phone: (503) 986-4355
Fax: (503) 986-6382
Tiffany.Hamilton@odot.state.or.us

The DBE Liaison Officer is delegated by the Director the responsibility of developing and implementing policy and directing the DBE Program. The DBE Program Manager, who has direct independent access to the Director concerning DBE program matters, has responsibility for the day-to-day operation and oversight of the DBE Program as it applies to meeting Federal Highway (FHWA) and Federal Transit Authority (FTA) requirements for USDOT-assisted contracts and activities. The DBE Liaison Officer is responsible for implementing all aspects of the DBE program. The agency must have adequate staff to administer the program in compliance with 49 CFR 26. OCR reporting policy and the ODOT organization chart are attached as Exhibit C.

B. DBE Program Manager

The DBE Program Manager develops and implements program functions based on federal rules and regulations to provide opportunities for DBEs. The position establishes the overall ODOT goal, identifies ODOT contracts for DBE goal evaluation, establishes goals on identified contracts, monitors and evaluates contractual progress of DBE contractors, gathers and reports statistical data, and other information as required by FHWA. This position also provides support and guidance in developing the overall ODOT goal calculations and program outreach for transit-related activities as required by FTA.

Additionally, this position provides technical assistance and advice to ODOT personnel, outside contractors and consultants, and other agencies that perform contract administration and compliance in accordance with 49 CFR 26. This position assists in the design, monitoring, training, evaluation, and reporting of the DBE program consistent with current federal law. The program manager will recommend actions to be taken by staff in conducting reviews and investigations to assure contractor compliance with DBE contract requirements. This position reports directly to the Manager of the Office of Civil Rights.

C. Intermodal Civil Rights Manager

The Intermodal Civil Rights Manager establishes the overall ODOT goal, monitors and evaluates DBE compliance by sub-recipients, and gathers and reports statistical data and other information as required by FTA and Federal Rail Administration (FRA), as required.

D. Civil Rights Field Coordinators

Civil Rights Field Coordinators provide technical assistance and advice to the project management and field personnel who perform contract administration and compliance in accordance with 49 CFR 26. These positions assist in the design, monitoring, training, evaluation and reporting of the DBE program consistent with current federal and state laws. Field Coordinators will recommend action to be taken by field personnel in conducting reviews and investigations to assure contractor compliance with DBE contract requirements. They also provide regional DBE program outreach to contractors and small businesses. These positions report directly to the Field and Business Support Manager.

E. Field and Support Business Manager

Field and Support Business Manager supervises and coordinates the work of the staff in the Field Coordination Unit and the Business Support Unit. This position manages the ongoing development and design of the Civil Rights Compliance Tracking system database to support operations and strategies of the Small Business programs for the state of Oregon internal and external customers.

F. Emerging Small Business Program Manager

Emerging Small Business Manager oversees the Supportive Services Programs such as the Small Contracting Program, ESB/DBE Mentor-Protégé program, and, in concert with the DBE Program Manager, acts as the DBE Program liaison to the small business community at industry and partner organizations' meetings.

G. Office of Minority, Women and Emerging Small Business (OMWESB)

In accordance with an Interagency Agreement signed between OCR and OMWESB, OMWESB is responsible for carrying out the DBE certification and maintaining a database of currently certified DBEs (as well as of women- and minority-owned and emerging small businesses). OMWESB certifies DBEs in accordance with Code of Federal Regulations and Oregon Statutes. Section 6 of this document details the certification process as well as requirements for the DBE certification.

2.3 Other Support Personnel

Personnel from other offices within ODOT share responsibility for ensuring the effective implementation of the DBE Program. They will give full cooperation and active support to the OCR and designees in this effort.

A. Project Delivery and Procurement Staff

(1) Provide OCR with draft scopes of work/specifications for projects and Requests for Proposals (RFPs) with federal funding to enable goal setting. Outreach to DBEs and, where applicable, development of appropriate DBE language.

(2) Provide OCR with copies of all final Invitation to Bids (ITBs), RFPs, mailing lists, and advance notices.

(3) Incorporate DBE goal and appropriate DBE language into ITBs and RFPs

(4) Inform the OCR of any changes to ITBs or RFPs that are subject to DBE goals.

(5) Forward copies of bids to the OCR for evaluation of compliance with DBE requirements.

(6) Allocate appropriate resources when needed, upon mutual agreement, to participate with OCR staff at major trade fairs and outreach events targeting DBEs and other small businesses.

(7) Incorporate all applicable DBE provisions for procurements with goals. This information can be obtained from the DBE Program Manager.

(8) Ensure that ITBs and RFPs do not contain unnecessary requirements which could unduly restrict or eliminate small businesses from competition.

B. Project Management Staff

(1) Monitor and enforce DBE program requirements included in contracts, giving DBE Program compliance the same priority as compliance with all other legal obligations incurred by ODOT under its financial assistance agreements with USDOT. (See also, Section 5, Monitoring Performance and Contractor Compliance, and ODOT Construction Manual - Chapter 18, Workforce and Small Business Equity Programs.)

(2) Enforce DBE contract goal commitments, payment and reporting obligations, DBE termination and substitution limitations, good faith efforts requirements, and commercially useful function and crediting requirements.

(3) Ensure Paid Summary Reports (available on the DBE Forms page) and other DBE compliance-required documents are sent to the OCR Field Coordinator for each project on a monthly basis.

(4) Perform Commercially Useful Function (CUF) reviews on DBEs performing work on a project.

(5) Alert OCR to potential problems concerning DBE utilization during contract administration and document such efforts. Secure OCR technical assistance and concurrence on DBE contract and subcontract matters in accordance with this DBE Program Plan, the DBE contract provisions, regulations, and ODOT Construction Manual - Chapter 18, as appropriate.

C. Oregon Department of Justice - Office of the Attorney General

(1) Address legal matters relating to DBE program implementation.

(2) Render legal opinions regarding the interpretation of DBE bid specifications and contract provisions.

(3) Advise OCR regarding matters dealing with imposition of administrative sanctions against contractors who violate DBE provisions.

(4) Represent ODOT in all legal actions involving DBE issues.

(5) Provide OCR and the Office of Minority, Women, and Emerging Small Business (OMWESB) with legal opinions concerning DBE certification involving complex issues of ownership and control.

2.4 Sub-recipients (including Local Public Agencies)

A sub-recipient is defined for the purposes of this DBE Program Plan as any entity, public or private, who receives USDOT financial assistance through ODOT. All sub-recipients that let USDOT assisted contracts must follow the requirements of 49 CFR 26, (including insertion of DBE clauses in grant agreements and contracts).

Sub-recipients will develop a DBE Program where required by federal law, or endorse and abide by ODOT's DBE Program Plan. ODOT will make an effort to ensure the sub-recipients comply with all requirements. An agreement will be executed with sub-recipients which will bind sub-recipients to place appropriate DBE clauses in federally assisted contracts and to devise an appropriate DBE Program covering those contracts where required.

Upon FHWA approval, and as required, FTA approval, of the ODOT DBE Program Plan, or upon modifications to the Plan, all sub-recipients shall be notified in writing by ODOT that they must adopt the revised plan. Any ODOT sub-recipients who will award more than $250,000 in FTA funds to primes (excluding transit vehicle purchases) per annum must prepare their own DBE Program Plan and submit it to ODOT for approval within a reasonable time period.

A. Sub-recipient Adoption of FHWA Approved ODOT DBE Program Plan

Sub-recipients adopting the ODOT Program Plan shall submit to ODOT written confirmation of such action signed by the appropriate executive officer having legal authority to obligate the sub-recipient. ODOT will notify sub-recipients of all Plan amendments.

B. Sub-recipient Submission of Program Document to ODOT for Approval

Sub-recipients that prepare their own DBE program plan shall submit the plan (signed by the appropriate executive officer) to ODOT Office of Civil Rights for review and approval. ODOT will provide written notice to sub-recipients of any document deficiencies to be corrected prior to approval. Once approved by ODOT, the sub-recipient's document will be forwarded to the appropriate federal operating authority for concurrence.

ODOT will conduct an annual review of all sub-recipients having their own program plan to ensure program compliance prior to submitting annual updates to the appropriate federal operating authority. ODOT's annual updates will include a status statement regarding sub-recipients' performance and compliance with their program documents.

After approval of the plan by ODOT, sub-recipients shall submit written requests to ODOT for approval of all proposed amendments. Sub-recipients shall be required to submit annual updates to ODOT reflecting program activities for the reporting period.

C. Local Public Agency Certification

Currently, local public agencies (LPAs) certified to manage FHWA-funded projects contract back to ODOT all civil rights-related work, including DBE program requirements. More information on Local Public Agency Certification

can be found at the Statewide Programs Unit – Certification Program Website of ODOT.

The civil rights section of the Local Agency Guidance (LAG) Manual tells LPAs how to request contract goal assignments from ODOT OCR, when to include DBE and other civil rights provisions in LPA contracts, what project compliance monitoring and documentation is required, and how to cooperate with OCR Field Coordinators on FHWA-funded projects.

3. DBE GOAL DEVELOPMENT

3.1 Overall Annual DBE Goal

As a recipient of US Department of Transportation (USDOT) financial assistance, and per 49 CFR Part 26, the Oregon Department of Transportation (ODOT) is required to set an overall goal for Disadvantaged DBE participation in USDOT assisted contracts. Unless indicated by a valid disparity study and USDOT-approved waiver, the overall goal will not be subdivided into group specific goals, or be established as a quota system.

ODOT OCR will establish an overall annual goal on a triennial basis for the participation of DBEs in all budgeted contracts utilizing Federal-aid highway funds. ODOT OCR will establish a separate overall annual goal on a triennial basis for the participation of DBEs in all budgeted contracts utilizing Federal Transit Authority (FTA) funds. The overall annual goals will be expressed as a percentage of the total amount of Federal-aid funds the Department anticipates spending in the fiscal year.

ODOT's overall goal is based on demonstrable evidence of ready, willing and able DBEs available to participate on USDOT assisted contracts. To the maximum extent feasible, ODOT intends to meet the established goals through the race- and gender-neutral measures described in Section 4.3 of ODOT's DBE Program Plan. Where race- and gender-neutral measures are inadequate to meet an overall goal, ODOT will establish contract-specific goals for particular projects with subcontracting opportunities (race- and gender-conscious method) as provided under a current, valid waiver from USDOT.

In setting the overall annual goal for ODOT, the USDOT requires that the goal setting process begin with a base figure for the relative availability of DBEs. The overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on USDOT-assisted contracts. In particular, recipients must follow the USDOT's two-step methodology for goal setting to determine the level of DBE participation they expect absent the effects of discrimination:

Step 1 – Compute the base figure using data from one of the of the following options set out in 49 CFR 26.45(c) to determine relative availability: (1) DBE directories and census reports, (2) bidders list, (3) disparity study, (4) the goal of another DOT, or (5) other alternatives.

Step 2 – Adjust the base figure to make it as precise as possible utilizing the guidelines established in 49 CFR Part 26.45 and the goal-setting tips published by the USDOT's Office of Small and Disadvantaged Business Utilization.

In establishing this goal, ODOT is also required to do the following:

- Provide for public participation in the establishment of the overall goal;
- Specify the relevant market area used for the calculation;
- Project the portions of the overall goal it expects to be met through race- neutral and race-conscious measures, respectively (see 49 CFR Part 26.51).

See, USDOT publication Tips for Goal-Setting in the DBE Program at:

http://www.dot.gov/osdbu/disadvantaged-business-enterprise/tips-goal-setting-disadvantaged-business-enterprise

A. Establishing Base Figure - Determining Relative DBE Availability

For FHWA-funded contracts and grants, ODOT will use a percentage figure derived from a valid, applicable disparity study to determine the base figure of DBE relative availability in accordance with option (3) under 49 CFR 26.45(c) to determine DBE relative availability.

> Beginning in 2007, and again in 2011 and 2013 ODOT hired a consultant to conduct a disparity study, a disparity study update, and DBE availability update respectively to analyze data on DBE, minority-owned, and women-owned business availability, utilization, and disparity in FHWA-assisted contracting data.. See each study on the OCR DBE Program – Disparity Studies webpage for a detailed description of the data collection and management processes.

For FTA-funded contracts and grants, ODOT will use the OMWESB DBE Directory and census reports.

B. Adjustment to Base Figure

ODOT will consider any reasonable adjustment to the base figure based on demonstrable evidence indicating that the availability of DBEs for USDOT assisted contracts for the fiscal year may be higher or lower than the base figure indicates, past performance, verifiable barriers to success, adjustments indicated by studies (including disparity and availability studies), and any other relevant factors which can be supported with data. At a minimum, the OCR will analyze the results of ODOT's efforts to contract with DBEs for the most recent five federal fiscal years, any available and relevant disparity studies (to the extent that they are not accounted for in the base figure), and any available and relevant results of efforts by other DOTs or similar agencies to contract with DBEs.

C. Race-neutral Analysis

Once the overall annual goal is proposed, the OCR will analyze and project the maximum feasible portion of that goal that can be achieved by using race-neutral methods. Where the projected portion of the goal using race-neutral methods is less than the overall annual goal, the remaining portion will be achieved by establishing contract goals for particular projects that have subcontracting opportunities. This analysis is a review of past contracting history with information including, but not limited to:

(1) DBE participation as prime contractors on USDOT assisted contracts;

(2) DBE participation on projects where no DBE goals have been established;

(3) DBE Participation on prime contracts exceeding contract goals;

(4) DBE participation on projects as non-committed DBE subcontractors.

OCR will monitor and adjust the use of contract-specific goals in accordance with 49 CFR Part 26.51 (f). When projecting the percentage of the overall annual goal to be achieved through establishing contract-specific goals, OCR willl analyze the actual achievement of the overall annual goal through race-neutral methods in the current and previous five years. When establishing contract-specific goals during the current fiscal year, the OCR shall analyze the progress towards achieving the overall annual goal and increase or reduce the use of contract-specific goals accordingly. ODOT will adjust the ratio of race- and gender-conscious and race- and gender-neutral methods to comply with court

decisions, legal challenges and guidance from USDOT, FHWA, or FTA as applicable.

In cases where an Availability and Disparity Study has provided evidence that some, but not all, presumptive groups should be included in race- and gender-conscious goals, ODOT will request a waiver from USDOT to allow the goals to be applied only to those groups identified as having a substantial or significant disparity in contracting.

D. Public Participation and Outreach Efforts

In establishing overall DBE goals, ODOT will provide for public participation. This will include: Public Notices published in trade and minority circulars; notices posted on the ODOT OCR website; public meetings; and, announcements and discussion at organizational and industry meetings.

Prior to finalizing the Overall Goals Analysis Report, ODOT will notify USDOT recipients, and other USDOT grantees, minority, women, and general contractors groups, community organizations, or other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and ODOT's efforts to establish a level playing field for the participation of DBEs, of the proposed goal.

ODOT will publish a notice announcing its proposed overall goal and the race-neutral/race-conscious breakout, informing the public that ODOT's Overall Goals Analysis Report is available for inspection during normal business hours at the Office of Civil Rights for a period of thirty (30) days, and that ODOT and the USDOT will accept comments on the proposed goals for forty-five (45) days from the date of the notice. The notice will be distributed in general circulation media, local minority-focused media, and trade association publications.

In conjunction with ODOT's activities to meet its overall DBE goals, ODOT conducts various public participation and outreach activities designed to broaden awareness of ODOT's Office of Civil Rights Program for Contracts. The measures described in 49 CFR 26.51, focusing on race-neutral means will be actively pursued; ODOT also encourages its contractors to make similar outreach efforts to include DBE participation in subcontracting opportunities. ODOT will continue to organize and offer training programs for to help businesses meet DBE eligibility requirements, to familiarize potential contractors with procurement procedures and requirements, and to otherwise develop effective programs to further DBE participation in ODOT's contracting activities.

E. Goal Submissions

(1) The three-year overall goal report will be submitted to the appropriate operating authority (FHWA or FTA), for review on August 1 of the relevant year. The goal is published on the ODOT Civil Rights DBE Resource Documents page.

(2) A description of the methodology used to establish the goal, including the Base Figure, and the supporting data from which it was calculated, with any adjustment, will be included.

(3) A projection of the portions of the overall goal which will be met by race- and gender-neutral means and basis for that projection will be included.

(4) The overall goal for ODOT Transit activities will be submitted to FTA every three years by August 1. This goal is based on non-vehicle monies

only and is specific to agencies which receive greater than $250,000 from ODOT Transit.

F. Transit Vehicle Manufacturers Certification

The Department shall require any transit vehicle manufacturers to certify that they have established an overall annual DBE participation goal that has been approved by FTA before they can bid on any Authority contracts. Expenditures for FTA-assisted transit vehicle procurements are not included in the funding base to which the overall goal for other FTA-assisted contract expenditures apply.

3.2 Contract-Specific Goals

A. Contract Goal Setting

DBE participation goals may be assigned on Federal-aid highway (construction and professional services) projects that have subcontracting possibilities. Unless prohibited, contract goals will be established to meet any portion of the overall goal not met by using race-neutral means (49 CFR §26.51(d)). Contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals, unless verified data (for example, through a disparity study) supports the need to more narrowly tailor the goals for specific groups, and a waiver has been approved by USDOT.

In May 2005, the U.S. Ninth Circuit Court ruled that a state department of transportation could not establish a race- and gender-conscious DBE program without evidence showing that discrimination and inequity in contracting opportunities in that state's transportation industry had occurred. Consequently, ODOT hired a consultant to conduct a disparity study in 2007 and an update in 2011. Based on the results of these studies, ODOT sought and obtained a waiver from the requirement of 49 CFR §26.51(d) from the USDOT to allow ODOT to assign contract goals only for those DBE groups shown to have experienced substantial disparities in contracting with ODOT. For current information, see the ODOT Office of Civil Rights DBE Program Waiver page.

For ODOT's FHWA-funded construction contracts and architecture and engineering and related services (A&E) contracts, prior to solicitation of bids, all proposed projects are reviewed by the OCR to identify work that could be performed by DBEs. The procedure and criteria used in assigning project goals include:

(1) Project location, size, duration, and dollar value.

(2) The nature of project, (type of work and potential scheduling and coordination work).

(3) Availability of certified DBE firms within a reasonable distance from the project location that perform items identified capable of being subcontracted.

(4) Any other relevant criteria, including court decisions and DBE Program Waivers or directives from USDOT.

OCR assigns the goal and forwards it to the appropriate unit (construction specifications or procurement office) or local public agency for inclusion in the project plans and specifications as applicable.

For FTA-funded grants and contracts, ODOT has an entirely race- and gender-neutral DBE program. No contract goals will be assigned.

B. Aspirational Targets

DBE Aspirational Target participation evaluations have been performed in the past, but will no longer be included for federal-aid projects. No other race- or gender conscious aspirational targets will be set for small business participation on projects with federal funding.

C. Design-Build

When projects are let using the Design-Build method and when federal monies are utilized, the original RFQ and RFP will specify that there will be a DBE goal. The exact goal will be determined in the final stage of the selection process as the scope of work becomes clearer. The design and construction phases of the project will be evaluated separately.

D. Construction Management General Contractor (CM/GC)

CM/GC projects will be evaluated in the same manner as Design-Build.

3.3 Counting DBE Participation towards Meeting Annual Goals

DBE participation is credited using the following procedures (see Section 7.2, Reporting to USDOT for information on DBE participation reporting):

A. Work Actually Performed

Only the work actually performed by a DBE, (according to section 4.1.C.) will be counted toward the DBE goal. Only the type of work in which the DBE is certified, will be counted as long as the DBE performs a Commercially Useful Function (CUF). The cost of supplies and materials obtained by the DBE, or equipment leased (except from prime contractor or its affiliate), may also be counted.

B. DBE Subcontracts to non-DBE

Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal, with the exception of trucking firms leasing additional trucks in compliance with the one-for-one rule. Expenditures may only be counted if the DBE is performing a CUF. A DBE shall perform at least thirty percent of the total cost of its contract with its own work force.

C. Materials & Supplies

If materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost will be counted. If the materials and supplies are purchased from a DBE regular dealer, sixty percent of the cost will be counted. If services are brokered, or materials or supplies are purchased from a broker, only the brokerage fee will be credited.

D. Achievement

DBE achievement will not be counted toward the overall goal until the DBE has been paid. OCR will track race-conscious DBE participation separately from race-neutral DBE participation. All DBE participation achieved on projects with no contract-specific goal and all participation over the amount required to meet contract-specific goals will be considered race-neutral participation. Additionally, OCR will not count the portion of DBE participation that is achieved after a DBE has been decertified during the performance of a contract.

3.4 Counting DBE Participation to Meet Annual Goals of Sub-recipients

A. Sub-recipients Adopting the ODOT Program Plan

Credit shall be authorized or deducted per the requirements of Section 3.3 regardless of whether or not the ODOT or the Sub-recipient is the contracting agency. Certified Local Public Agency sub-recipients of Federal-aid highway program funds are required to submit bid, award, payment, and compliance reports to ODOT OCR in accordance with the civil rights section of the Local Agency Guidelines (LAG) Manual. ODOT shall include in its semi-annual reports to FHWA the status of sub-recipient DBE participation activities falling within this category (see Section 7.2, Reporting to USDOT).

FTA recipients shall be required to report semiannually demonstrating their goal attainment to-date in a manner consistent with the requirements of 49 CFR 26 reporting requirements.

B. Sub-recipients with an ODOT Approved Program Plan

As per FHWA guidance, no sub-recipients of Federal-aid highway funds fall into this category. Recipients of FTA funds shall be required to report semiannually demonstrating their goal attainment to-date in a manner consistent with the requirements of 49 CFR 26 reporting requirements. Sub-recipients shall authorize or deduct credit for work performed by DBEs per the requirements of 3.3 above regardless of whether they or ODOT is the contracting agency.

4. ENSURING DBE PARTICIPATION

4.1 Procedures to Ensure Participation (§ 26.53)

A. Pre-Bid Procedures

(1) Disadvantaged Business Enterprise (DBE) Contractor Notification

(a) Oregon Department of Transportation's (ODOT's) Contracting with ODOT portal is designed to provide links to the most commonly needed contracting information for current and potential contractors, including DBE contractors and subcontractors. The portal provides links to the schedule of upcoming construction projects and the Small Contracting Program (SCP) opportunities. Additionally, the Office of Civil Rights (OCR) provides a Search Page for Upcoming Projects for the next 6 months, which allows the contractor to search by component, bid let date, county, region, estimated project size, or keywords. If there are contracted DBE supportive services, bid documents will be available at the offices of the DBE Supportive Services Contractor(s).

(b) Plans and detailed project information may be secured from ODOT Office of Procurement, Salem, Oregon, and the Region Engineer's office in the region in which a project is located, and on ODOT e-BIDS for highway construction projects. Designated plan centers also provide project information.

(2) Prime Contractor Notification

(a) All highway construction bidding opportunities are posted on the ODOT Procurement Office website as soon as they are advertised. All Bid Documents, including Plans, Specifications, Requests for Qualifications and Requests for Proposals are available for inspection by DBE contractors at ODOT's Office of Procurement in Salem, Oregon, on ODOT e-BIDS, and at plan centers. Non-construction contracting opportunities are published on the Oregon Procurement Information Network (ORPIN).

(b) Solicitation Documents for Projects with assigned DBE goals contain written notice of the goal for Highway

Construction, non-construction contracting, and for Transit contracts, and the Special Provisions and Supplemental Standard Specifications for Highway Construction.

(c) The Disadvantaged Business Enterprise Supplemental Required Contract Provisions are included in the Special Provisions and Supplemental Standard Specifications for Highway Construction on all federal-aid projects, as well as Required Contract Provisions Federal-Aid Construction Contracts Form FHWA 1273 (see Exhibit G).

(3) DBE Directory

The DBE Directory is available on the Internet site: http://www4.cbs.state.or.us/ex/dir/omwesb/

Hard copies can still be requested by contracting the Office of Minority, Women and Emerging Small Business at:

OMWESB
775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone: (503) 986-0075
Fax: (503) 581-5115

B. Bid Opening and Contract Award

ODOT will award construction contracts to the lowest responsive, responsible bidder as required by Oregon Revised Statute (ORS) 279A, 279B, and 279C, unless an alternative contracting process is approved by FHWA or FTA. For these contracts, as well as contracts awarded pursuant to a Request for Proposal procedure (where the low bid is not the only determining factor in award, but where the Bidder must still be a responsive and responsible bidder), any bidder that fails to demonstrate that it achieved the contract-specific DBE participation goal and, upon such failure to achieve the goal, also fails to demonstrate that it made sufficient good faith efforts to do so, shall be deemed non-responsive and therefore shall be ineligible for award of the contract.

ODOT requires that any DBEs listed by the bidder for participation in the contract be certified as eligible DBEs as of the date of bid opening. The OCR shall review the bidder's submittal to confirm each DBE firm's certification status.

(1) DBE Commitment and Utilization Form Part I (see Exhibit I)

All bidders (including DBE bidders), must submit with their sealed bid proposal the DBE Commitment Certification and Utilization Form Part I listing the name, type and value of work committed to each

DBE subcontractor whose work will be used to fulfill a project-specific goal. If the project-specific goal is zero, all Bidders on federal-aid funded projects must submit the signed form with business and project information, even if there are no committed DBE firms listed.

Credit toward meeting the contract goal varies with the type of DBE firm:

(a) Construction firms: supply labor and materials to perform a discrete element of the work - 100% credit. The DBE firm must have an active role in purchasing supplies and materials to perform its specific element of work. To receive credit towards the project goal, the DBE firm shall negotiate price, arrange for delivery, and pay for the supplies and materials required for the work to be performed

(b) Manufacturers: firms that operate or maintain a factory or establishment that produces on the premises the materials or supplies obtained by the contractor - 100% credit.

(c) Equipment rental firms: equipment must be owned by and registered to the DBE - 100% credit.

(d) Regular Dealers/Suppliers: must assume actual and contractual responsibility for materials - 60% credit.

(e) Brokers, packagers, ad hoc suppliers, manufacturers' representatives: no credit for materials, transportation, or other costs - Net Fee credit

(f) Joint Venture: The contractor may count toward its DBE goal only that portion of the work that the eligible DBE firm actually does with its own forces. For DBE Joint Venture Application, see Exhibit J.

Should the joint venture be comprised of eligible DBEs only, the entire contract award amount shall be counted toward meeting the DBE project goal.

Joint ventures bidding as primes must also meet the assigned project goal for providing subcontracting opportunities for DBEs.

In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, count the work the eligible DBE has committed to performing with its own forces as well as the work that it has committed to be performed by eligible DBE subcontractors and eligible DBE suppliers.

A review of the committed DBE firm's work areas (bid items) as listed on the DBE Commitment Certification and Utilization Form is

then completed. If the review by the Office of Civil Rights indicates that the committed DBE firm may not be able to perform the bid items for which the firm has contracted, or that the DBE firm is not certified in the specific types of work, the prime contractor and the DBE firm will be informed and given an opportunity to provide reasonable documentation that the work the DBE firm performs is eligible for DBE credit on the project.

The signature of the Bidder shall be affixed to the DBE Commitment Certification and Utilization Form, or, in the case of an electronic bid, the authority of the person submitting the bid shall be verified. Failure of the Bidder's signature to appear on the form shall render the bid proposal non-responsive.

(2) DBE Commitment and Utilization Form Part II (Good Faith Efforts)

In the event a bidder is unable to meet the minimum expected participation per the requirements of DBE Commitment Certification and Utilization Form, Part I, that bidder shall provide additional information regarding good faith efforts per the requirements of Part II. This information must be included at the time of bid opening.

Types of actions that should be considered as part of the bidder's good faith efforts to obtain DBE participation are listed in Appendix A to 49 CFR 26. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

In determining whether a bidder has made good faith efforts, ODOT may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, ODOT may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, ODOT may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts in accordance with 49 CFR 26 Appendix A.

(3) Administrative Reconsideration

If it is determined that the apparent successful bidder/offeror has failed to meet the goal or demonstrate adequate good faiths efforts, ODOT, before awarding the contract, will notify the bidder/offeror in writing within 15 (fifteen) calendar days of the bid opening. The notification will include the reason for the determination and provide the bidder/offeror an opportunity for administrative reconsideration.

Administrative Reconsideration includes:

(a) The bidder/offeror will have the opportunity to provide written documentation or argument to the Review Committee, consisting of ODOT personnel, knowledgeable of DBE Program requirements, concerning the issue of whether it met the goal or made adequate good faith efforts to do so, within 3 working days of the receipt of notification.

(b) Upon request, the bidder/offeror will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

(c) The Review Committee will make a decision on reconsideration within 3 working days after reviewing the evidence provided by the apparent successful bidder/offeror.

(d) The bidder/offeror will be notified in writing by the Review Committee regarding the decision of reconsideration within 4 working days of the decision. This notice will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

(e) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

(4) Committed DBE Breakdown and Certification Form (See Exhibit K)

Upon award of the contract, subsequent to DBE goals being met or satisfactory demonstration of good faith efforts, the Office of Procurement transmits a letter to the contractor requesting completion of the Committed DBE Breakdown and Certification Form ("Form 2") for each DBE committed to meet the goal on the project.

The Form 2 must be completed and submitted within ten calendar days of notification of award, and prior to contract execution. Completed forms may be submitted by email, fax, or mail to:

Email: OCRInfoRequest@odot.state.or.us
Fax: (503) 986-6382
Mail: ODOT Office of Civil Rights,

355 Capitol Street NE, MS 31
Salem, OR
97301-3871

Failure to provide detailed DBE information to ODOT within ten calendar days after receiving award notification shall be cause for cancellation of the award and withdrawal of the contract and may be cause for forfeiture of the proposal guaranty.

The contractor must identify the name(s) of the DBE(s) to be awarded work on the project, along with a detailed description of the bid items, including bid item numbers, descriptions and amounts, and dollar amounts to be subcontracted. The amount(s) entered on the Committed DBE Breakdown and Certification Form must be equal to or greater than the value of work indicated on the DBE Commitment Certification and Utilization Form as submitted with the bid proposal, and must be equal to or greater than the value of the assigned minimum DBE participation goal unless it has been determined that a good faith effort was made. If the value of work indicated on the Committed DBE Breakdown and Certification Form is less than that indicated on the DBE Commitment Certification and Utilization Form, the contract award will be canceled and the contract withdrawn.

Authorized representative of both the prime contractor and the committed DBE must sign the Committed DBE breakdown and Certification Form as required by 49 CFR Part 26.53(b)(2)(v). Failure of these signatures to appear on the form will cause the contract award to be canceled and the contract withdrawn.

C. Counting DBE Participation Towards Contract-Specific Goals

(1) Crediting

The contractor shall count toward meeting its DBE goal only those expenditures originally committed to eligible DBEs prior to contract award, and those on which committed DBEs perform a Commercially Useful Function (CUF) on the project.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBEs subcontractor is itself an eligible DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals, with the exception of trucking where specific conditions apply. (See Section 3.3, Counting DBE Participation Towards Meeting Annual Goals).

Credit shall be authorized for DBE subcontractor participation under a DBE contractor provided a CUF is performed and such participation was part of the DBE contractor's original commitment prior to contract award.

If a DBE is no longer certified, the dollar value for work performed under the contract after the date of decertification will not be counted towards the overall goal.

The participation of a DBE subcontractor will not be credited towards the prime contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime contractor has been paid to the DBE.

(2) Good Faith Efforts

If a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor will make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the project. Good Faith Efforts shall include steps as outlined in 49 CFR 26, Appendix A.

(3) Crediting for DBE Prime Contractors

The requirements of Section 4.0 will apply to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors or suppliers will be counted.

(4) Over-concentration Considerations

If OCR determines that DBE participation is so over-concentrated in certain types of work or contracting opportunities that it unduly burdens the opportunity of non-DBEs to participate in that type of work, OCR will develop appropriate measures to address the over-concentration. The OCR will seek approval of such measures from the appropriate operating administrations and, at that time, the measures will become a part of this Program. Currently, ODOT is unaware of any types of work that have a burdensome over-concentration of DBE participation, however, OCR will continue to monitor for indications of over-concentration.

D. Civil Rights Compliance Tracking System (CRCT)

See Section 7, Monitoring and Record Keeping for information on DBE program data collection, tracking, and reporting activities.

4.2 Contract Performance

The ODOT Construction Manual provides procedures and guidance for administration of construction contract performance after award of the

contract, and delegates the authority for all DBE Program compliance to the Project Manager assigned to the project. All communication with the Prime Contractor will be through the Project Manager, and all decisions regarding contract compliance will be made by the Project Manager and the Office of Contract Administration.

A. Contractor's DBE Liaison Officer

Section 08.00 of the Disadvantaged Business Enterprise Supplemental Required Contract Provisions requires the contractor/vendor to designate a DBE Liaison Officer to administer the contractor's DBE program. The name of this individual must be provided to ODOT project management personnel at the pre-construction conference.

B. Submission of Committed DBE Subcontracts

The contractor must enter into subcontracts with the DBEs identified in the Committed DBE Breakdown and Certification Form for the bid items and amounts specified therein or more. These agreements must be submitted for approval to the Project Manager prior to the start of work under the subcontract in accordance with ODOT's Construction Manual. It shall be the responsibility of the Project Manager or Contract Administrator to assure that all required Federal and State provisions are included in all contracts and subcontracts.

C. Commercially Useful Function (§ 26.55(c))

The contractor or vendor is responsible for ensuring that DBEs working on the project perform a Commercially Useful Function (CUF). The contractor or vendor shall receive credit toward meeting the assigned DBE goal and payment for DBE-performed work only if the DBE-performed work has met the CUF requirements.

Commercially Useful Function is defined in 49 CFR 26.55 (c), in part, as follows:

> **A DBE is considered to perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.**

(1) DBE Work Plan Proposal - Form 3A

The prime contractor is responsible for collecting and submitting the the DBE Work Plan Proposal Form 3A (Exhibit M), which must be completed by all committed DBEs and all DBEs participating as subcontractors. The purpose of the Form 3A is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rule.

(2) DBE Commercially Useful Function Review – Form 3B

The actual CUF review will be performed by personnel assigned the task by the Project Manager per the ODOT Construction Manual, or the Contract Administrator for non-construction contracts. The CUF report will be maintained as part of the project file. The results of the CUF report are entered into OCR's CRCT database. The PM or designee must complete at least one DBE Commercially Useful Function Review Form 3B (Exhibit N) as follows:

- For each twelve month period, for Projects where the DBE's Work lasts longer than twelve months.
- Whenever a significant change in the operation of the DBE occurs (when new equipment is used or work crews change).
- Whenever a replacement or substitution of a DBE occurs, (for the new DBE).
- Whenever a significant Change Order changes or affects the Work to be accomplished by the DBE (when a new type of work is added).

D. CUF Determination

When a DBE is initially determined not to be performing a CUF as defined above, the DBE may present evidence to rebut this determination. The PM or CA, in consultation with OCR, will determine if the DBE is performing a CUF given the type of work involved and normal industry practices.

Decisions on CUF matters are subject to review by the concerned operating administration (FHWA or FTA), but are not administratively appealable to USDOT.

(1) DBE Management

The DBE majority owner(s) must manage the work contracted. The management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

Daily work operations must be under the direct supervision of the DBE majority owner(s) or a superintendent or foreman (on a full-time basis) who is in the employ and under the direct control of the DBE majority owner(s) only. If the owner(s) of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities or women and shall not be considered a DBE and constitutes a failure to perform a commercially useful function.

The supervision of the work by personnel normally employed by another contractor or by personnel not under the control of the DBE constitutes a failure to perform a commercially useful function.

DBE subcontractors shall be responsible for the continuous management, direction, and control of their sub-subcontractors.

(2) DBE Workforce

The DBE must solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent must, on a full-time basis, supervise and control the work of the contract.

The DBE may, with the prior written consent of the Project Manager, augment its work force with personnel of another firm. The Project Manager shall approve the request only when:

(a) Specialized skills are required, and

(b) The use of such personnel is for a limited time period.

(3) DBE Equipment

The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Project Manager prior to the DBE starting work.

Emergency use of equipment owned by the Prime contractor or another subcontractor, where the equipment normally used by the DBE is unavailable, will not be considered a CUF violation if the use is of short duration in a situation where not using the equipment would cause physical harm to a person or would have such a negative impact on the project work as to create a significant hardship. ODOT project management staff should be made aware of the situation as soon as possible.

No credit will be given, nor payment made, for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the prime contractor's payment(s) to the DBE firm.

(4) Equipment Leased From the Prime Contractor

The DBE may lease equipment from the prime contractor provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Project Manager prior to the DBE starting work.

The DBE must hire, direct, supervise, control and carry the operator of the equipment on its payroll.

Specialized equipment and operator leased from the prime contractor: The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Project Manager prior to the DBE starting work.

The Project Manager shall consent to the lease agreement only when:

(a) The equipment is of a specialized nature,

(b) The equipment is readily available at the job site,

(c) The operation of the equipment is under the full control of the DBE,

(d) The lease arrangement is for a short term, and

(e) The lease arrangement is a normal industry practice.

(5) DBE Trucking Firms

When a DBE trucking firm is being used to meet an assigned contract goal, the DBE subcontractor will be required to individually identify all trucks intended for use on the Project on its DBE Work Plan Proposal Form 3A, or an attached list. The DBE must provide detailed information about each driver, each truck and any required supporting documentation.

ODOT will require submission of a DBE Daily Trucking Log Form (734-2916) or an approved equivalent that include the same information on a weekly basis for any weeks in which DBE trucking was performed on the project. The DBE Daily Trucking Log must identify the trucks used by either license plate number or some other specific identification system, truck owner, and the number of hours it was used for each day.

The following factors will be used to determine if a DBE Trucking firm is performing a CUF:

(a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees, but it cannot exceed the value of transportation services provided by DBE-owned trucks on the contract. Any additional participation by non-DBE lessees receives credit only for the fee or commission they receive as a result of the lease arrangement.

(f) For the purposes of DBE Trucking Firms, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

E. Sub-Tier Contracting

Sub-tier DBE subcontracts may be counted toward the prime contractor's DBE goal provided it was listed in the original DBE commitment prior to bid award.

F. Termination and Substitution

The contractor must notify and obtain the written approval of ODOT project management personnel prior to replacing a DBE or making any other change in the participation indicated in the commitment forms. These requirements apply to both pre-award and post-award terminations or deletions of, or substitutions for, DBE firms put forward by offerors in negotiated procurements.

Approval for DBE termination or replacement will be granted only if the following has been demonstrated:

- The committed DBE is unable, unwilling or ineligible to perform, poses a health or safety risk, or for other documented good cause as set out in 49 CFR 26.53(f) that the agency determines compels the termination of the DBE subcontractor;
- The contractor exercised good faith efforts to enable the DBE to perform; and,

- The work/amount is being replaced by another certified DBE, or the contractor has submitted written documentation of good faith efforts to obtain a substitute DBE.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise ODOT and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five days.

The contractor's ability to negotiate a more advantageous contract with another subcontractor will not be considered a valid basis for replacement. Requests to substitute committed DBEs will be scrutinized closely. The contractor must document efforts made at the time of commitment to determine that the DBE was capable of performing the work and subsequent efforts made to enable the DBE to perform. The evidence must show that the contractor investigated the DBE's capacity and capability of performing at the time of the commitment. The DBE must have possessed or have had access to adequate resources and workforce. The evidence must also show that the contractor assisted the DBE with supportive actions to enable the DBE to perform.

The notice from the contractor requesting replacement must include the following:

(1) Documentation as to the contractor's investigation, at the time of the commitment, of the DBE's capacity to perform work;

(2) Documentation as to the contractor's good faith efforts to enable the DBE to perform as outlined in Appendix A of 49 CFR part 26;

(3) All documentation describing and citing specifications or inaction of the DBE which constitute their unwillingness or inability to perform;

(4) Identification of the DBE proposed for replacement with the bid items and amounts to be performed by the replacement; and

(5) The total dollar amount, per bid item, paid to date to the DBE to be replaced.

G. Prompt Payment

In accordance with ORS 279C.850, the agency includes provisions in each contract that require the contractor to promptly pay each subcontractor, including a materials supplier, for satisfactory performance of their

subcontracts, within 10 days out of amounts paid to the contractor by the agency under the contract. If the contractor fails to make payment to the subcontractor within 30 days, the contractor owes the amount due, plus interest charges that begin at the end of the 10 day period within which payment was due.

These prompt payment provisions are included in the Oregon Standard Specifications for Highway Construction, Section 00170.0 Required Payments by Contractors. Section 00195.50(d) Reduction of Retainage provides a process for the return of any retainage held after a subcontractor's work is satisfactorily completed.

The contractor must maintain records of all subcontracts entered into with DBEs and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor.

(1) Summary Report of Subcontractors Paid:

The contractor must also submit a signed Summary Report of Subcontractors Paid to the Project Manager's office, which certifies that the contractor has made payments to the subcontractor as indicated on the report and has supporting documentation. All progress payments and payments made when any retainage held is returned to a subcontractor must be indicated on the report.

A Summary Report of Subcontractors Paid must be submitted monthly and at the completion of the project. The report must be submitted by the fifth of the month following the contractor's receipt of payment from the agency. (Example: Work performed in January will be paid by the agency in February; the Summary Report showing work performed in January and the related payments made in February must be submitted to the Project Manager by March 5.)

(2) Crediting Payments

The participation of a DBE subcontractor will not be credited towards the prime contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime contractor has been paid to the DBE.

H. DBE Supplemental Required Contract Provisions

Failure of any contractor to meet the DBE Supplemental Required Contract Provisions and the DBE program authorities cited in provisions, may constitute a breach of contract for which the imposition of the following sanctions, at the discretion of the ODOT Highway Division Administrator, may occur:

(1) Temporarily withholding progress payments until the contractor complies with these contract provisions where possible through future performance.

(2) Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.

(3) Suspension of work for cause as provided under the current Standard Specifications for Highway Construction in sections 00150.00 and 00180.70.

Any bidder, contractor, or subcontractor on a public contract (State or Federal) that violates the provisions of ORS 200.075 may have its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation, and up to five years for a third violation. Each violation shall remain on record for five years. After five years, the violation will no longer be considered in reviewing future violations.

Failure of a bidder, contractor, or subcontractor to comply with the DBE Supplemental Required Contract Provisions and other authorities cited in Section 01.00 (b) of these provisions wherein there appears to be evidence of criminal conduct will be referred to the Oregon Department of Justice and/or the USDOT Office of Inspector General for criminal investigation, and if warranted, prosecution.

4.3 Race Neutral Remedies and Other Good Faith Efforts

A. Fostering Small Business Participation (§ 26.39)

ODOT is actively committed to fostering race- and gender-neutral small business growth and participation in ODOT contracting. The agency demonstrates this commitment through the development of both internal and external initiatives aimed toward small firms and the agency's stakeholders. These strategies to foster small business participation in ODOT contracting include: (1) ODOT Small Contracting Program, (2) Small Business Supportive Services, and (3) Non-Bundling Contract Practices.

Small businesses are welcome to meet with ODOT's DBE Program Manager and learn about ODOT's contracting opportunities and how to do business with ODOT. ODOT staff will have an opportunity to become acquainted with qualified business owners who are interested in supplying services and products to ODOT. In addition, the OCR will provide information on DBE certification and DBE program requirements and procedures.

While sub-recipient agencies are not eligible to participate in ODOT's Small Contracting Program, ODOT encourages sub-recipients to consider how contract bundling practices impact small business participation and to foster small business participation by offering supportive services or by encouraging these businesses to participate in ODOT supportive services programs. Each year the OCR is involved in at least two small business

events, which may be coordinated with other USDOT recipients and open to all small businesses. These events as well as others that might be of interest to the small businesses are regularly updated and available on the OCR Events page.

(1) ODOT Small Contracting Program

All ODOT business lines are encouraged to identify and develop small-sized contracts through the ODOT Small Contracting Program (SCP). SCP is a race and gender-neutral program designed to provide small businesses with opportunities to develop a prime contracting relationship with ODOT while increasing knowledge of contracting with a state agency. Although any company or contractor may register and participate in the program regardless of company size or location, the program is focused on, fostering small business participation on ODOT contracts.

The nature of the selection criteria (limiting invitations to bid on individual contracts to bidders who do not currently have a prime contract with ODOT) facilitates selection of small businesses for award of contracts.

The Small Contracting Program is made up of three divisions:

(a) Small Contracting Program for Architectural, Engineering (SCPAE): This program registers companies to provide architectural, engineering, land surveying, and related services on ODOT projects. Contracts awarded under this program will have a value not to exceed $150,000. This type of procurement is defined in ORS 279C.100.

(b) Small Contracting Program for Construction (SCPC): This program registers contractors to provide Public Improvement and Public Works construction on ODOT projects. Contracts awarded under this program will have a value not to exceed $100,000. This type of procurement is defined in ORS 279A.010(1)(cc) for Public Improvement and ORS 279C.800(6) for Public Works.

(c) Small Contracting Program for Other Services (SCPOS): This program registers companies to provide non-architectural and engineering (Non-A&E) Professional Services and Trade Services. Contracts awarded under this program will have a value not to exceed $150,000. The scope of services under the SCPOS is based upon the procurement authority outlined in ORS 279A.050(2), 279A.050(3), and OAR 125-246-0170(2)(c).

See the SCP Frequently Asked Questions document for additional information about ODOT SCP.

(2) Small Business Supportive Services & Outreach

Through the use of state funds, ODOT provides training and a host of supportive services to small businesses through the initiatives below:

(a) Business Management classes through the Small Business Development Center (SBDC) Network: ODOT offers scholarships to DBE, MBE, WBE or ESB certified firms to pay all but $200 of the fee for these classes. The Agency works with the SBDC Network to create the class plan and participates in classes by presenting on pertinent ODOT operations.

(b) Quarterly Small Business Workshops: These are events hosted in Portland on a quarterly basis and in other regions. The workshops provide free training and information on a variety of topics common to small businesses, ranging from bonding to panel discussions on how to do business with ODOT. The workshops provide networking opportunities with prime contractors and other agencies to assist with certification questions.

(c) Mentor-Protégé Program: ODOT sponsors several Mentor-Protégé partnerships managed through the Port of Portland's program.

(d) Small Business Resource Guide: ODOT contracted with a consultant to survey a wide range of training and business services providers and compile a guide to be used as a resource directory by small businesses. The Guide has been distributed in hard copy and is available on the Office of Civil Rights' website.

(e) Turner School of Construction Management: ODOT supports the annual classes provided by the Turner School and participates in presenting information to the attendees. Classes offered cover business essentials such as estimating, developing a business plan, and blueprint and CAD drawing reading.

(f) Tradeshows and Marketplaces: Outreach is critical to the success of ODOT programs. Therefore, ODOT contributes to and participates in minority chamber of commerce events and the annual Oregon Association

of Minority Entrepreneurs (OAME) Tradeshow, the annual Minority Enterprise Development Week Tradeshow, and various other race- and gender-neutral small business events hosted by ODOT stakeholders.

(3) Contract Non-Bundling Practices

It is part of the agency's standard approach to business to consider how contract bundling practices during project development impact contracting opportunities for small businesses on ODOT projects. Throughout the agency consideration is given to portions of a prime contract that could be extracted to create a smaller contract for small business. The focus has been on minimizing the size of contract packages to attract participation of small businesses. Through the Office of Procurement and ODOT region staff, there are ongoing efforts to identify prime contracts that might have been bundled to determine how they might be unbundled to provide opportunities that smaller businesses could reasonably perform.

B. Business Development Program(s) (BDP)

ODOT has developed race- and gender-neutral small business programs including the Emerging Small Business (ESB) Program, which was established in response to Oregon Revised Statute (ORS) 200. The ESB Program has strict limits on average gross receipts, number of employees and participation time. In 2007 all certified DBE, MBE and WBE firms which met the eligibility criteria were granted ESB certification status to increase the contracting opportunities available to them.

C. Mentor-Protégé Program

In order to further the development of DBEs to move into non-traditional areas of work and to compete in the marketplace outside the DBE program by receiving training and assistance from other firms, the Mentor-Protégé Program as outlined in 49 CFR 26.35 is available. ODOT has partnered with the Port of Portland to participate in their established Mentor-Protégé Program. DBEs involved in this program are independent business entities that meet the requirements of section 6.3 of this document. Firms are Oregon state certified DBEs before they begin participation in the Mentor-Protégé program.

D. DBE Supportive Services Program

Contingent upon availability of Federal Highway Administration supportive services funds, ODOT will provide supportive services through consultant contractors to DBEs who are interested in participating in highway construction projects. The purpose of supportive services is to increase the number of socially and economically disadvantaged firms participating in highway construction projects and to contribute to the growth and eventual self-sufficiency of the DBE firms. ODOT will provide resource

referral information and will support business support services provided by other organizations to the greatest extent possible.

5. MONITORING CONTRACT COMPLIANCE

5.1 Notification and Reporting Responsibilities

ODOT will monitor both race-conscious and race-neutral DBE participation on projects. Race-conscious participation occurs on projects that have an assigned contract goal, the meeting of which is as a condition of award. Race-neutral DBE participation occurs on contracts on which the assigned goal is 0%, or on projects with goals greater than 0% when the DBE participation percentage achieved exceeds the assigned goal, as evidenced by contract or subcontract awards on the project. The procedures such as those described below pertaining to highway construction projects will be followed in monitoring compliance on all USDOT funded contracts.

A. Project Management and Contract Administration

ODOT Project Managers and their designated contract administration and field personnel (hereafter, the PM) are responsible for monitoring and ensuring compliance with the DBE program requirements of the contract. (See also, Section 2, Program Responsibilities, and the ODOT Construction Manual - Chapter 18, Workforce and Small Business Equity Programs.) DBE Program compliance is to be given the same priority as compliance with all other legal obligations incurred by ODOT under its financial assistance agreements with USDOT.

The PM is responsible for the following:

- All final actions in the field, including recommendations to the Highway Division Administrator for the suspension of a contractor's or subcontractor's right to bid. Once a contract is awarded,
- Assuring that work is actually being performed by committed or awarded DBEs through subcontract review processes, project site visits, and commercially useful function review (including DBE truck monitoring) processes.
- Copying the OCR Field Coordinator on all civil rights-related communications. The OCR Field Coordinator may provide guidance on the content.
- Submitting copies of subcontract, payment, and compliance review documents to the OCR Field Coordinator for review, data entry, and reporting purposes.
- Notifying the OCR Field Coordinator is when a significant contract change or amendment is made and advising how the change may affect committed DBE subcontracting (by either adding or subtracting work done by DBEs).
- Enforcing and monitoring the contractor's compliance with the DBE program provisions of the contract, including the continuing good faith efforts requirements for contracts with assigned goals.
- Addressing how well the Contractor fulfilled its Workforce and Small Business Equity Program requirements when completing the required Contractor Performance Evaluation.

B. Office of Civil Rights

Regional OCR Field Coordinators or, as needed, the DBE Program Manager are responsible for providing technical assistance, training, and direction consistent with 49 CFR 26 to Project Managers and their staff. (See also, Section 2, Program Responsibilities, and the ODOT Construction Manual - Chapter 18, Workforce and Small Business Equity Programs.)

OCR Field Coordinators are responsible for collecting and entering copies of project subcontract, payment, and compliance review documents from the PM for review, data entry, and reporting purposes. OCR will enter the subcontracts, payment, and compliance review reports into the OCR Civil Rights Compliance Tracking (CRCT) database for compliance tracking purposes. Based on the data collected, OCR provides the PM with project-specific monthly tracking and periodic audit reports on missing civil rights program documentation. (For more information on CRCT, see Section 7, Monitoring and Record Keeping.)

When a DBE goal is set on a contract, an OCR representative will attend the pre-bid or pre-proposal meeting if scheduled. At this meeting the OCR representative will provide information as to the Internet web site address for the DBE certified firm directory to prime bidders or proposers.

For Architecture and Engineering (A&E) and related contracts, the Procurement Office or Local Public Agency notifies OCR when a solicitation has been developed. OCR determines whether a DBE goal should apply and sets the goal to be included in the solicitation documents (the RFP, or mini-RFP for a Work Order Contract (WOC) solicitation under existing Price Agreements). For contracts awarded without solicitation (for example, a direct appointment, a sole source contract, or a major amendment to a contract), the Procurement Office or Local Public Agency notifies OCR, who may set a goal to be included in the contract or amendment. After the contract is awarded, the Contractor will be responsible for achievement of the DBE commitment.

C. Prime Contractor

(1) Contractor's DBE Liaison Officer

Section 08.00 of the DBE Supplemental Required Contract Provisions requires the contractor to designate, by the pre-construction conference, a DBE Liaison Officer to administer the contractor's DBE Program.

(2) Submission of Subcontracts

The contractor must enter into subcontracts with the DBEs identified in the Contractor's Committed DBE Breakdown and Certification Form for the bid items and amounts specified therein. These agreements must be submitted for consent prior to the start of work under the subcontract in accordance with Section 00180.21 of the Standard Specifications for Highway Construction. All Federal and State provisions must be included in the subcontracts in their entirety, and not by reference.

(3) Prompt Payment Documentation

The prime contractor is required to promptly pay all subcontractors and suppliers within 10 days of receipt of payment from the agency according contract provisions, as per state law requirements. The prime contractor and their subcontractors are required to regularly submit project-specific subcontractor Paid Summary Report forms and to maintain records of supporting documents on file. (See Section 4, Ensuring DBE Participation, for additional information regarding prompt pay and return of retainage requirements.)

5.2 Compliance Review and Evaluation Procedures

A. Internal Pre-Construction Meetings

The OCR Field Coordinator will schedule an internal pre-construction meeting with the PM office to review civil rights program requirements and assure that program expectations are clear. These meetings are intended to be project- specific and identify

the focus of reviews and oversight to ensure compliance with civil rights programs. The PM and appropriate staff are required to be available for these meetings. The PM is required to copy the OCR Field Coordinator on all Civil Rights related communications. The OCR Field Coordinator may provide guidance on the content.

B. Pre-Construction Conferences

Prior to the Pre-Construction Conference, the PM will send OCR Pre-Construction Requirements letters. The OCR Pre-Construction Requirements letters will be emailed to each PM according to process set out in Chapter 18 of the ODOT Construction Manual. The report generated letter will auto-fill the PM's name on the template letter. The corresponding OCR Field Coordinator will be copied.

At the Pre-Construction Conference with the Contractor, the PM will address each requirement for the Workforce and Small Business Equity Programs identified in Chapter 18 of the Construction Manual. The PM will notify the OCR Field Coordinator of when the Pre-Construction meeting will occur and may request assistance from the OCR Field Coordinator. (See also, ODOT Construction Manual, Chapter 11 - Before On-Site Work Can Begin and Exhibit 11B.)

The contractor is required to deliver the following information to the PM at the pre-construction conference:

(1) DBE Liaison Officer – The name of the contractor's DBE Liaison Officer who will administer the contractor's DBE program. Said officer or the officer's designee shall attend the conference.

(2) Project Schedule – Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.

(3) DBE Work Plan Proposal (3A) – Disadvantaged Business Enterprise Work Plan Proposal Form (3A) for each DBE at any tier that is committed on the project.

(4) Subcontracts – Copies of subcontracts for all DBE firms at all tiers, with Requests for Subcontract Approval.

C. DBE Activity Reporting Forms

(1) DBE Work Plan Proposal - Form 3A

The prime contractor is responsible for collecting and submitting the DBE Work Plan Proposal Form 3A (see Exhibit M), which must be completed by all committed DBEs and all DBEs participating as subcontractors. The purpose of the Form 3A is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rule. The Form 3A is noted in the contractor's pre-construction conference packets, and is available on the OCR webpage.

The DBE Work Plan Proposal specifically solicits the following information regarding how the DBE intends to perform the work of its subcontract. ,

(a) Personnel
(b) Equipment (including Trucks for DBE Trucking Subcontracts)
(c) Supplies and materials
(d) Prime contractor resources

(e) Additional information, including comments or explanation of any of the information provided on the form.

Supporting documents, such as personnel lists, truck registrations, and copies of rental or lease agreements for equipment and trucks must also be submitted as attachments to the Form 3A.

The PM will review the proposals and provide written comments as to whether the activities identified in the proposals comply with program regulations. In those instances where proposed activity violates applicable regulations, written comments shall be offered as to corrective action required in order to comply with the regulations. OCR Field Coordinators will provide the PM staff with technical assistance and may also offer comments, as needed, in reviewing and approving the Form 3A.

(2) DBE Commercially Useful Function (CUF) Reviews

For all committed and non-committed DBE contractors and subcontractors and all committed DBE suppliers participating on the project, the PM or designee must complete at least one DBE Commercially Useful Function Review Form 3B (Exhibit N) as follows:

- For each twelve month period, for Projects where the DBE's Work lasts longer than twelve months.
- Whenever a significant change in the operation of the DBE occurs (when new equipment is used or work crews change).
- Whenever a replacement or substitution of a DBE occurs, (for the new DBE).
- Whenever a significant Change Order changes or affects the Work to be accomplished by the DBE (when a new type of work is added).

(3) DBE Truck Monitoring

The PM will require that whenever a DBE trucking firm is being used to meet an assigned contract goal, the DBE subcontractor must individually identify all trucks intended for use on the Project on its DBE Work Plan Proposal Form 3A or an attached list. The DBE must provide detailed information about each driver, each truck and any required supporting documentation.

The PM will ensure the contractor submits a DBE Daily Trucking Log Form (734-2916) or an approved equivalent that include the same information on a weekly basis for any weeks in which DBE trucking was performed on the project. The DBE Daily Trucking Log must identify the trucks used by either license plate number or some other specific identification system, truck owner, and the number of hours it was used for each day.

In addition to the CUF review, the PM is also responsible for performing an independent verification of all trucks used on the Project for a full work shift. The PM must, without prior notice to any Contractor or Subcontractors, independently verify at least 10% of the total value of DBE trucking services being provided on the Project.

The PM will generate the shift verification listing of trucks from one of the following methods below:

- Use truck tickets for weighed Material delivery, where appropriate.
- Use an Inspector to maintain a log or photograph of all trucks entering the Project for the selected Day.
- For Projects where it is not practical to identify every truck on the Project for a given Day, the PM will develop and document an alternate Plan in cooperation with the OCR Field Coordinator.

The PM is responsible for determining the crediting for the DBE Trucking firm. To determining the crediting, the PM will:

- Compare the dollar value of the DBE trucks to the non-DBE trucks that Work for the DBE trucking firm.
- Determine the credit by evaluating to the total value of the DBE trucks the DBE Trucking firm provides, plus the equal value of the non-DBE trucks that performed Work on the Project.

For instance, a DBE Trucking firm has both DBE trucks and non-DBE trucks performing Work on a Project. If the dollar value of the DBE trucking Work performed is determined to be $50,000 and the non-DBE trucking Work performed is determined to be $72,000. The total DBE credit for the trucking services will be limited to $100,000 and not $122,000.

(4) Prompt Payment/Release of Retention Verification

The PM must ensure the contractor and their subcontractors submit signed subcontractor Paid Summary Report forms to the PM's office, on which the applicable contractor or subcontractor certifies that the payments shown on the report have been made to the named subcontractors and suppliers. All progress payments and return of retainage payments must be reported on the form. A final, certified Paid Summary Report recapping total amounts paid must be submitted upon project completion. The reports must be regularly submitted according to the time frame required in the contract.

The participation of a DBE subcontractor will not be credited towards the prime contractor's DBE achievements, or the overall goal, until the amount being counted toward the goal, and any retainage held by the prime contractor has been paid to the DBE.

D. On-Site Reviews

As part of the Commercially Useful Function (CUF) report, an on-site review is intended to determine whether the DBE is actively performing, managing and supervising the work. It must employ a labor force which is separate and apart from that employed by the prime or other subcontractors, and which is independently recruited by the DBE in accordance with standard industry practice. The DBE must supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the prime or any other subcontractor on the project.

Equipment required to accomplish the work may be rented or leased, consistent with standard industry practice and at competitive rates. Lease or rental agreements must be furnished to project management personnel for review. The DBE must independently

arrange for delivery of, and payment for, materials and supplies. Records of such transactions must be available for review.

Any arrangements which deviate from these generally accepted practices must be agreed to in writing by the parties involved and must receive prior written approval of ODOT project management personnel.

The review form, accompanied by copies of invoices, agreements, daily reports or other documentation, is forwarded by field personnel to Project Management staff for further evaluation. Additional information may be requested, or field visits may be scheduled to meet with the prime contractor and the DBE.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation will not be counted toward goal achievement for either the contractor or ODOT. When a DBE is initially determined not to be performing a CUF as described in this section, the DBE may present evidence through the contractor to ODOT to rebut that determination. If the ODOT investigation ultimately reveals that DBE CUF fraud took place, appropriate contract action will be taken, or sanctions will be imposed as described in Section 5.5 of this document.

Decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to USDOT.

5.3 Changes in Work Committed to a DBE

ODOT will consider the impact on DBE participation in instances where ODOT changes, reduces, or deletes work committed to the DBE at the time of contract award. In such instances, the contractor shall not be required to replace the work but is encouraged to do so.

In cases where normal changes in the scope of a project as an outcome of work adjustments resulting from a recalculation of the amount of work required, causes a reduction in the work committed to a DBE firm, the contractor shall notify the Project Manager and the affected DBE of any proposed change, reduction, or deletion of any work committed at the time of contract award, prior to executing the change order. The contractor shall enable the affected DBE to participate in the change order work when possible. If the final amount paid to the DBE is less than the commitment amount, the contractor shall not be required to submit any documentation of good faith effort to replace the work and will not be penalized for failing to meet the original commitment.

The contractor will not be allowed to reduce the work committed to a DBE so that the contractor can perform the work. Terminating a DBE for convenience is not allowed.

5.4 Termination and Substitution of a DBE

The contractor is required to notify ODOT in writing and obtain written consent before terminating and/or replacing a DBE that was committed as a condition of contract award or is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period.

Written consent for terminating the performance of any DBE will be granted only where the contractor can demonstrate the termination is for cause - that the DBE is unable, unwilling, or ineligible to perform, or poses a significant health or safety risk. The PM's written consent to terminate any DBE will concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a DBE will not be consented to based solely on a contractor's ability to negotiate a more advantageous contract with another subcontractor.

A. Contractor Written Request to Terminate DBE

All contractor requests to terminate, substitute or replace a DBE shall be in writing and shall include the following information:

(1) Date the contractor determined the DBE to be unwilling, unable or ineligible to perform.

(2) Projected date contractor will require substitution or replacement DBE to commence work if consent is granted to the request.

(3) Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the contractor's assertion that the DBE is unwilling, unable, or ineligible to perform.

(4) Brief statement of the affected DBE's capacity and ability to perform the work as determined by contractor.

(5) Brief statement of facts regarding actions taken by contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.

(6) To date percentage of work completed on each bid item by the DBE.

(7) The total dollar amount paid, per bid item, to date for work performed by the DBE.

(8) The total dollar amount, per bid item, remaining to be paid to the committed DBE for work completed, but for which the DBE has not received payment and with which the contractor has no dispute.

(9) The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the contractor and/or the DBE have dispute.

(10) A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

B. Contractor Written Notice to DBE of Pending Request to Terminate

The contractor shall send a copy of the request to terminate and substitute letter to the affected committed DBE firm, in conjunction to submitting the request to the Project Manager. The affected DBE firm may submit a response letter to the Project Manager within five (5) calendar days of receiving the notice from the contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Project Manager will consider both the contractor's request and DBE's response and explanation before granting approval of the contractor's termination and substitution request.

If the contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, ODOT may determine that the affected (committed) DBE firm is unable or unwilling to continue the contract and a substitution will be immediately approved by the Project Manager.

C. Proposed Substitution of Another Certified DBE

When a DBE substitution is requested, the contractor may propose another certified DBE firm to replace the original committed firm in writing. The contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The contractor shall include pertinent information including bid item, item description, bid quantity & unit, unit price, and total price. In addition, the contractor shall

submit a written proposed DBE Work Plan for the requested substitute DBE as described in Section 5.2.2 of this document.

The dollar value of work to be performed by the substitute DBE shall be in an amount not less than the dollar value of the terminated DBE minus the value of work performed to date by the original DBE prior to the request for substitution.

Should the contractor be unable to commit the required dollar value to the substitute DBE, the contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. ODOT shall review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the goal. The contractor must document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

(1) Evidence that the contractor identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;

(2) Evidence that the contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;

(3) Evidence that the contractor provided written notice to a reasonable number of specific DBEs, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;

(4) Evidence that the contractor followed-up on initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:

   (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;

   (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;

   (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.

(5) Evidence that the contractor provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;

(6) Evidence that the contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;

(7) Evidence that the contractor advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;

(8) Evidence that the contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of ODOT;

(9) Evidence that the contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

(10) Evidence that the contractor used the services of ODOT's supportive services contractor(s) when available.

5.5 Administrative Sanctions

Failure of any contractor to meet the DBE Supplemental Required Contract Provisions and program authorities cited in Section 1.4 of this Program Plan constitutes a breach of contract for which the imposition of the following sanctions could occur:

A. Temporarily withholding progress payments until the contractor complies with these contract provisions through future performance.

B. Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.

C. Suspension of work for cause as provided under the current Standard Specifications for Highway Construction, in sections 00150.00 and 00180.70.

Any bidder or contractor or subcontractor on a public contract that violates the provisions of ORS 200.075 is subject to having its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation and up to five years for a third violation. Each violation shall remain on record for five years. After five years, the violation shall no longer be considered in reviewing future violations.

Failure of a bidder, contractor, or subcontractor to comply with the DBE Supplemental Required Contract Provisions and other authorities cited in Section 01.00 (b) of these provisions wherein there appears to be evidence of criminal conduct shall be referred to the Oregon Department of Justice and/or the FHWA Inspector General for criminal investigation, and if warranted, prosecution.

Decisions regarding administrative sanctions for non-compliance with DBE Program regulations and requirements are made by the Highway Division Administrator, who has sole authority in these matters.

6. GUIDELINES FOR DBE CERTIFICATION

6.1 Unified Certification Program (UCP)

The Oregon Department of Transportation (ODOT) has participated in a Unified Certification Program (UCP) since January 1988 through Oregon Revised Statute (ORS) Chapter 200 and Oregon Administrative Rule (OAR) Chapter 123 Division 200. The sole certification agency for the State of Oregon is the Office of Minority, Women and Emerging Small Business (OMWESB) which is housed within the Oregon Business Development Department (OBDD). See Section 6.2 below.

A. Civil Rights Compliance Tracking System (CRCT)

See Section 7.0

B. Directory of Certified Firms

OMWESB maintains a Unified DBE Directory in accordance with 49 CFR 26.81(g). The directory identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, e-mail address (if available), contact name, owner(s) gender and ethnicity with ownership interest percentage, NAICS code(s) and a description of the type of work the firm has been certified to perform as a DBE. The information is revised daily and the directory is available electronically at:

http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/.

6.2 UCP Responsibilities

A. ODOT Office of Civil Rights

As provided under 49 CFR 26, only firms owned and controlled by socially and economically disadvantaged person(s) are to benefit from the DBE Program. ODOT Office of Civil Rights is responsible for ensuring compliance with the federal regulations in the determination of a DBE certification. ODOT provides funding to OMWESB to support the DBE Certification processing.

B. Office of Minority, Women, and Emerging Small Business (OMWESB)

Certification authority for the ODOT DBE Certification Program Component has been delegated to OMWESB through an interagency agreement with the Oregon Business Development Department (See Exhibit P). ODOT retains responsibility to USDOT for assuring that certification of DBEs is performed consistent with 49 CFR 26 standards.

OMWESB provides staff to conduct DBE certification, certification review, denials, de-certification, appeals, challenges, investigations of third party allegations, and public awareness and outreach activities pertaining to certification programs. This office became the certification authority for state programs under Oregon Revised Statutes (ORS) Chapter 200, in January 1988.

An approved Unified Certification Program Partnership Agreement has been in effect since 2000. ODOT and other USDOT federal aid recipients have signed the agreement.

The Oregon Department of Justice provides legal counsel for OMWESB.

6.3 Certification Eligibility Requirements

The standards in 49 CFR 26, Subpart D, are used by OMWESB in determining whether a firm is owned and controlled by one or more disadvantaged individuals and whether such firm is eligible to be certified as a DBE. Certification procedures are outlined in OAR 123 Division 200 (See Exhibit O).

A. Burdens of Proof (§ 26.61)

The firm seeking certification has the burden of demonstrating to OMWESB, by a preponderance of the evidence, that it meets the requirements concerning group membership or individual disadvantage, business size, ownership, and control. OMWESB will make determinations concerning whether individuals and firms have met the burden of demonstrating group membership, ownership, control, and social and economic disadvantage by considering all the facts in the record, viewed as a whole. A record is defined as all material submitted to OMWESB by the firm seeking certification and any other information available to OMWESB in performing its investigation. For a DBE Certification Application see Exhibit Q.

B. Business Size (§ 26.65)

The firm's size (including its affiliates), currently cannot exceed the following limits:

Type of Firm	Average Annual Gross Receipt for three preceding years
General Construction Contractor	$22.41 Million
Special Trade Contractor	$14.0 Million
Architectural	$7.0 Million
Engineering,	$14.0 Million

General Construction Contractors standards are established by Section 106(c) of the STURAA and reviewed by the US Department of Transportation. All other standards are those established by the Small Business Administration (SBA) and apply to all government subcontractors. See 13 CFR, Part 121. A firm that exceeds these gross receipts levels or employee numbers is not eligible for certification, even if minorities or women hold controlling interest. The overall DBE size cap is adjusted annually.

C. Disadvantaged Group Membership (§ 26.63)

For the purposes of certification, OMWESB will presume that members of the groups identified herein are socially and economically disadvantaged unless the presumption is rebutted. These individuals do not have the burden to prove they are socially and economically disadvantaged. However, if OMWESB has reason to question whether an individual is a member of such a group, OMWESB will require the individual to produce appropriate documentation of group membership. In making a group membership determination, OMWESB will consider: 1) whether or not the person has held himself/herself out to be a member of the group over a long period of time prior to application for certification; and 2) whether the person is regarded as a member of the group by the relevant community. If OMWESB determines an individual is not a member of a designated group, the individual must demonstrate social and economic disadvantage on an individual basis using the guidelines in 49 CFR part 26, Appendix E. OMWESB's decision concerning membership in a designated group will be subject to certification appeals procedures.

Individuals who are United States citizens (or lawfully admitted residents) who are also members of the following designated groups as defined in 13 CFR 124.103(b) will be presumed to be socially and economically disadvantaged:

Black Americans	Origins in any black racial groups of Africa.
Hispanic Americans	Mexican, Puerto Rican, Cuban, Central or South American, Portuguese or other Spanish culture or origin regardless of race.
Asian-Pacific Americans	Origins in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the US Trust Territories of the Pacific, and the Northern Marianas.
Native Americans	American Indians, Eskimos, Aleuts or Native Hawaiians.
Subcontinent Asian Americans	Origins in India, Pakistan, Sri Lanka, Bhutan, the Maldives Islands, Nepal or Bangladesh.
Women	

D. Small Business Administration 8(a) Program

There is currently no agreement in effect to accept 8(a) certification for the DBE Program. Businesses certified in any of the Small Business Administration programs (8(a), SDB, HubZone, etc.) must apply for DBE certification by submitting the uniform application and all requested supporting documents.

E. Individual Determination of Social and Economic Disadvantage (§ 26.67)

If an individual is not a member of a designated group, s/he must demonstrate that s/he is socially and economically disadvantaged in accordance with 49 CFR Part 26, Appendix E.

(1) Social Disadvantage

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. OMWESB will consider any relevant evidence in its assessment of this element, and in every case OMWESB will consider education, employment, and business history to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

(2) Economic Disadvantage

Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or a similar line of business who are not socially disadvantaged. In considering diminished capital and credit opportunities, OMWESB will examine all factors relating to personal financial condition including personal income for the past two years, personal net worth, and the fair market value of all assets applicable. OMWESB will also consider the financial condition of applicants compared to financial profiles of small businesses in the same primary industry classification(s) or similar lines of business.

F. Independence (§ 26.71)

49 CFR 26.71 (b) states, in part:

Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms.

G. Ownership (§ 26.69)

To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals. In the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding. In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals and must be reflected in the firm's partnership agreement. In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.

The firm's ownership by socially and economically disadvantaged individuals must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in the ownership documents. The disadvantaged owners must enjoy the customary incidents of ownership and share in the risk and profits commensurate with their ownership interest, as demonstrated by the substance, not merely the form, of arrangements. OMWESB will consider factors such as whether the disadvantaged individual made contributions of capital and or expertise that were substantial, and that the disadvantaged individual's business interests were not gifted or transferred from a non-DBE firm or non-disadvantaged individual related to the applicant DBE, or acquired through the improper counting of marital assets.

The specific considerations for determining ownership by socially and economically disadvantaged individuals are outlined in the regulations as may be supplemented by written procedures issued by USDOT from time to time.

H. Control (§ 26.71)

Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms. In determining whether a potential DBE is an independent business, OMWESB will scrutinize relationships with non-DBE firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources. OMWESB will consider present or recent employer/employee relationships, the firm's relationship with prime contractors, and factors related to the independence of a potential DBE firm. Further, OMWESB will consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.

A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. The socially or economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations. OMWESB will consider factors such as the position, managerial role, time commitment and competence in the types of work the firm conducts of the disadvantaged individual owners, the delegation of authority to non-disadvantaged individuals, licensing, and the firm's capacity to do the work.

OMWESB will consider whether any non-disadvantaged owner or individual is disproportionately responsible for directing the daily operations of the firm.

The specific considerations for determining control by socially and economically disadvantaged individuals are outlined in the regulations as may be supplemented by written procedures issued by OMWESB from time-to-time.

I. Other Considerations

(1) Commercially Useful Function

OMWESB will not consider commercially useful function issues in any way in making decisions about whether to certify a firm as a DBE. Consideration of whether a firm performs a commercially useful function pertains solely to counting toward DBE goals any participation of firms which have already been certified as DBEs.

(2) Pattern of Conduct

In making certification decisions, OMWESB will consider whether a firm has exhibited a pattern indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.

(3) Present Circumstances

OMWESB will evaluate the eligibility of a firm on the basis of present circumstances and will not refuse to certify a firm based solely on historical information indicating lack of ownership or control by socially and economically disadvantaged individuals at some time in the past. If the firm currently meets ownership and control standards OMWESB will not refuse to certify a firm solely on the basis that it is a newly formed entity.

(4) DBE Cooperation

OMWESB expects DBE firms and firms seeking DBE certification to cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

(5) For-Profit Firms

Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.

(6) Subsidiaries and Affiliates

An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided by this policy, a firm that is not owned by such individuals, but instead is owned by another firm, even a DBE firm, cannot be an eligible DBE.

(7) Pre-qualification

OMWESB will not require a DBE firm to be pre-qualified as a condition for certification unless ODOT requires all firms that participate in its contracts and subcontracts to be pre-qualified.

(8) Tribal Organizations

OMWESB recognizes that a firm owned by an Indian tribe, Alaska Native Corporation, or Native Hawaiian organization as an entity, rather than by Indians, Alaska Natives, or Native Hawaiians as individuals, may be eligible for certification as long as such firm meets the size standards and is controlled by socially and economically disadvantaged individuals.

J. Statement of Personal Net Worth (PNW)

Each socially and economically disadvantaged individual owner must demonstrate that s/he does not have a personal net worth exceeding $1.32 million. In determining net worth, OMWESB will exclude an individual's ownership interest in the applicant firm and the individual's equity in his/her primary residence. If the individual's personal net worth exceeds $1.32 million, the individual's presumption of economic disadvantage based on group membership or the individual's demonstration of economic disadvantage will be conclusively rebutted without any further formal proceedings.

When an individual's presumption of social and/or economic disadvantage has been rebutted, his/her ownership and control of the firm cannot be used for the purpose of DBE eligibility unless and until s/he makes an individual showing of social and or economic disadvantage in the future. If the basis for rebutting the presumption is a determination that the individual's personal net worth exceeds $1.32 million, the individual will no longer be eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage.

A verification of Personal Net Worth will be included with the application form submitted to OMWESB for consideration. Personal financial information shall be considered confidential and shall not be disclosed without the express written consent of the applicant.

K. Joint Venture

A joint venture is eligible if the DBE partner of the joint venture is a state certified DBE and the DBE partner is responsible for a clearly defined portion of the work to be performed and shares accordingly in the ownership, control, management responsibilities, risks, and profits of the joint venture.

Joint venture applications are certified by the ODOT on a project by project basis. Applications shall be submitted to the ODOT Procurement Office and the Office of Civil Rights will evaluate and determine compliance in accordance with established procedures.

6.4 Application Procedure

ODOT will ensure that only firms certified as eligible DBEs participate as DBEs in the DBE program. All firms seeking certification with ODOT are required to submit a notarized application to the OMWESB.

ODOT will require potential DBEs to complete and submit to OMWESB the appropriate application form included in 49 CFR part 26, and any supporting documents necessary to verify eligibility. OMWESB will ensure that the applicant attests to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person authorized by state law to administer oaths or in the form of an un-sworn declaration executed under penalty of perjury of the laws of the United States. OMWESB will review all information in the form prior to making a decision about the DBE eligibility of the firm.

The applicant will also be required to submit the following:

A. A signed, notarized certification of disadvantage (including a narrative if the individual is demonstrating disadvantage on an individual basis); and

B. A signed, notarized statement of personal net worth with supporting documentation.

OMWESB will not impose an application fee for firms to participate in the DBE certification process.

OMWESB will safeguard from disclosure, to unauthorized persons, all information gathered as part of the certification process that may be regarded as proprietary or their confidential business information, consistent with applicable federal, state and local laws.

Failure of the applicant to provide all necessary information and documentation as required shall constitute the basis for denying certification.

A. Supplemental Application Verification Documents

(1) Sole Proprietor

(a) Individual federal tax returns for the last three- (3) years (Schedule C, Profit and Loss Statement).

(b) Resumes of majority owner(s) and key employees. Please include previous work experience with dates and specific duties within this business.

(c) Rental/lease agreements, and professional service agreements (for office space, equipment, related to the business).

(d) Proof of ethnicity/gender (birth certificate, tribal enrollment documents, passport, driver's license, etc.)

(e) Company profile including a brief description of the firm's product or services.

(f) Necessary licenses to conduct the business, e.g., contractor's license (construction, landscaping, electrical, plumbing, welding, engineering), city business license (if required), Department of Environmental Quality license, ARC authorization for travel service, professional license, etc.

(g) Certification letter from the individual's home state, if the business is not located in Oregon.

(h) Assumed Business Name registration, if applicable.

(2) Limited Liability Company (LLC)

(a) Federal tax returns for the last three- (3) years.

(b) Resumes of majority owner(s) and key employees. Please include previous work experience with dates and specific duties within this business.

(c) Rental/lease agreements and professional service agreements (for office space, equipment, etc.)

(d) Proof of ethnicity/gender (birth certificate, tribal enrollment, passport, driver's license, etc.).

(e) Company profile including a brief description of the firm's product or services.

(f) Necessary licenses to conduct the business, e.g., contractor's license (construction, landscaping, electrical, plumbing, welding, engineering), city business license (if required), Department of Environmental Quality license, ARC authorization for travel service, professional license, etc.

(g) Articles of Organization.
(h) Operating Agreement.
(i) Minutes of the most recent company meetings affecting ownership, management, and control.
(j) Certification letter from the state of incorporation, if the business is not located in Oregon.

(3) Corporations

(a) Corporate federal tax returns for the last three- (3) years (first two pages).
(b) Resumes of majority owner(s) and key employees if any. Please include previous work experience with dates and specific duties within this business.
(c) Rental/lease agreements and professional service agreements (for office space, equipment, etc.)
(d) Proof of ethnicity/gender (birth certificate, tribal enrollment, passport, driver's license, etc.).
(e) Company profile including a brief description of your firm's product or services.
(f) Necessary licenses to conduct your business, e.g., contractor's license (construction, landscaping, electrical, plumbing, welding, engineering), PUC authority, city business license (if required), Department of Environmental Quality license, ARC authorization for travel service, professional license, etc.
(g) Articles of Incorporation AND amendments, including date approved by State.
(h) Minutes of the most recent corporate meetings affecting ownership, management, and control.
(i) Corporation by-laws.
(j) Copy of stock certificates issued (not specimen copy, both sides).
(k) Stock transfer ledger.
(l) Certification letter from your home state, if your business is not located in Oregon.

(4) Partnerships

(a) Federal, partnership tax returns for the last three- (3) years (first two pages).
(b) Resumes of majority owner(s) and key employees. Please include previous work experience with dates and specific duties within this business.
(c) Rental/lease agreements and professional service agreements (for office space, equipment, etc.) related to your business.
(d) Proof of ethnicity/gender (birth certificate, tribal enrollment, passport, driver's license, etc.).
(e) Company profile including a brief description of your firm's product or services.
(f) Necessary licenses to conduct your business, e.g., contractor's license (construction, landscaping, electrical, plumbing, welding, engineering), PUC authority, city business license (if required), Department of Environmental Quality license, ARC authorization for travel service, professional license, etc.

(g) Partnership agreement including buy-out rights and profit sharing agreement (signed and dated).

(h) Certification letter from your home state, if your business is not located in Oregon.

(5) New Business (less than one year)

(a) Canceled checks relating to the business; OR

(b) An invoice with paid receipt or canceled checks relating to the business.

(c) One reference for whom work has been performed or to whom goods or materials have been sold during the prior year.

(d) One reference from whom goods or materials have been purchased for the business or from whom major equipment has been purchased or leased.

(e) Copies of office space and equipment lease agreements.

As a new business, the firm may not have federal tax information available at this time. Ensure that the firm has indicated that they are a new business on the application.

B. On-site Reviews

OMWESB schedules an on-site review when it is satisfied that applications and supporting documentation have been received and are complete. In addition, whenever possible, the Certification Specialist will visit an active jobsite and interview the DBE owner and employees to determine independence and control.

(1) The Certification Specialist assigned the DBE file will schedule an on-site interview with each DBE applicant firm requesting to bid on FHWA, FAA and FTA projects.

(2) The OMWESB Certification Specialist will review the application prior to the on-site interview to assist in developing any additional questions that will help clarify the applicant's status.

(3) The OMWESB Certification Specialist normally contacts the DBE applicant firm, by phone, to advise of and arrange for, the review. If the DBE applicant is unable to be contacted by phone or mail, or delays the date of the review without good reason, or fails to appear for the scheduled review, efforts are made to reschedule the on-site review. Continued failure of the applicant to schedule and attend an on-site and jobsite interview may be deemed a failure to cooperate, and can lead to certification denial.

(4) The OMWESB Certification Specialist conducts on-site reviews by inquiring of and obtaining information as follows:

(a) Firm name.

(b) Directions to firm's location.

(c) Principal contact and phone number.

(d) Organizational structure.

(e) Persons interviewed and position with firm.

(f) Firm's primary line of business.

(g) Identities of the firm's board of directors.

(h) Frequency that board meets.

(i) Firm's bonding/insurance company.

(j) Current bonding limitation
(k) Determine:
  (i) Firm's bond/insurance agent
  (ii) Firm's attorney
  (iii) Firm's CPA
  (iv) Firm's banker(s)
(l) Number of permanent employees.
(m) Who approves:
  (i) Hiring and dismissal of employees
  (ii) In this person's absence
(n) Employee recruiting.
(o) Supervisors employed.
(p) Explanation of supervisor's duties and responsibilities.
(q) Determine how the disadvantaged owner acquired interest in the firm.
(r) Who contributes capital, equipment, real estate, inventory, etc.
(s) Technical assistance provided by others.
(t) Total hours per day and days per week DBE owner actively engaged in firm's business.
(u) DBE owner's daily duties.
(v) Is DBE owner employed elsewhere - if yes, where?
(w) Who makes major business decisions (i.e. expansion, diversifying)?
(x) Marketing of the firm, (how and who's responsible).
(y) Dispersal of funds, (how and under whose approval).
(z) Signatures on payroll and other checks, (who signs).
(aa) Any loan negotiation/arrangement information (who does this).
(bb) Firm's line of credit and it's limits.
(cc) Contracts currently active.
(dd) Business tax return information (who prepares, who signs).
(ee) Description of firm's bidding/estimating process.
(ff) Description of firm's process of monitoring job costs.
(gg) Description of methods used to resolve field problems.
(hh) Who negotiates contract disputes.
(ii) Explanation of relationships with other firms who might provide;
  (i) Manpower/personnel
  (ii) Equipment
  (iii) Office space
  (iv) Yard or warehouse space
(jj) Information which might show the DBE owner was employed by any board member or officer of this firm.
(kk) Average length of time firm's products are stored/inventoried.
(ll) Salaries paid to management personnel.
(mm) Explanation of spouse's relationship to firm - other firms.
(nn) Review firm's business plan (goals for future growth, etc.).

C. On-Site Review Observations and Special Considerations

(1) Upon request of OMWESB, the ODOT DBE Program Manager may assist in the on-site review. When conducting on-site reviews, Certification Specialists actively observe various activities and items to

aid in determining certification eligibility. In addition to visiting the business office, the Certification Specialist will accompany the applicant to a job site, if one is available, and observe the work in progress. If the applicant firm is out-of-state, OMWESB requests a copy of the on-site review document from the state in which the applicant's principal place of business is located. Activities and items include:

(a) Signing.
(b) Vehicles: Number, Company Logo.
(c) Office arrangements.
(d) Nearby businesses.
(e) Workers present.
(f) Who dominates conversation.
(g) Availability of firm to clients.
(h) Who appears to have expertise and control.
(i) Photos of business and principal.
(j) Other relevant items and activities.

(2) Certification Specialists also observe closely those situations where:

(a) The disadvantaged business enterprise in which the woman's male relative (husband, brother, father) has extensive experience in the same line of work and may also be actively involved in the applicant's firm.
(b) The disadvantaged business enterprise in which a minority owner has close ties with a prime contractor, e.g. previously worked only for that contractor, or a prime contractor is 49 percent owner of the DBE firm.

(3) The on-site review form is signed and dated by the Certification Specialist conducting the review.

D. Criteria for Evaluating an Applicant's Eligibility

(1) Business Size

To be an eligible DBE, a firm (including its affiliates) must be an existing small business as defined by SBA standards. OMWESB will apply current SBA business size standards found in 23 CFR Part 121 appropriate to the types of work the firm seeks to perform in USDOT-assisted contracts. Even if the firm meets the SBA requirements, a firm is not an eligible DBE in any federal fiscal year if the firm (including affiliates) has had average annual gross receipts as defined by SBA regulations over the firm's previous three (3) fiscal years in excess of $22.41 Million, as adjusted for inflation from time to time by USDOT.

(2) Social and Economic Disadvantage Status

Once an applicant firm is determined to be a small business, social and economic disadvantage is to be reviewed if the firm is applying for disadvantaged business status. Guidance for determining social and economic disadvantage is provided under Appendix E to 49 CFR 26. Social and Economic disadvantaged status may be conferred upon applicant firms in instances where the firm:

(a) Has been granted 8(a) certification by the Small Business Administration.

(b) Is owned and controlled by one or more women or a member(s) of one of the minority groups designated in 49 CFR 26.67.

(c) Is owned and controlled by an individual(s) who, although not a woman or member of one of the minority groups designated in 49 CFR 26, establishes social and economic disadvantage based on identification with another group.

(3) Minority Group Membership

In cases where the applicant claims social and economic disadvantage based on membership in one of the designated minority groups, the state shall ensure that the applicant's minority status is clearly established. Once minority status is established, the applicant shall be rebuttably presumed to be socially and economically disadvantaged. This means that the applicant's social and economic disadvantage status is established as a fact until the presumption is effectively rebutted. However, the state is expected to require even members of the designated minority groups to prove their disadvantaged status if reasonable evidence to rebut the presumption is available to the state.

(4) Individual Determinations

Finally, persons who are not members of one of the designated minority groups may request the state to make an individual determination that they are socially and economically disadvantaged. The state may, at it's discretion, make these individual determinations consistent with the guidance in 49 CFR 23, Subpart D Appendix C, or refer such cases to the SBA where they may apply for 8(a) status. For example:

(a) Does the individual have a chronic physical handicap, which has restricted and still restricts professional acceptance, employment or business mobility? If so, explain fully.

(b) Has the individual's cultural or social background resulted in chronic underemployment, limited educational opportunities or personal deprivation? If so, explain fully.

(c) Has the individual experienced low-income status because of apparent discriminatory practices? If so, explain precisely how such discriminatory practices led to your having limited access to needed technical, financial, or management resources and equal opportunity in obtaining contracts.

Outline other specific and pertinent examples of chronic social and economic disadvantage not covered above.

(5) Rebuttable Presumption of Disadvantage Status

The presumption of social and economic disadvantage operating in favor of the designated minority groups may be rebutted at any time before or after certification.

If the state comes into possession of credible information that would lead a reasonable person to believe that a minority individual is not socially or economically disadvantaged, the presumption is no longer operative and the burden of proof shifts back to the applicant. The existence of the presumption does not mean that the certifying agency must ignore obvious evidence that any applicant for certification is not socially or economically disadvantaged unless a third party brings a challenge. It means, rather, that in the absences of such evidence, it must presume

that a minority or woman applicant is socially and economically disadvantaged, and cannot require the applicant to prove it.

Practically speaking, the existence of clear evidence that an otherwise qualified minority applicant is not disadvantaged puts such applicant in a position similar to a challenged minority or an individual claiming disadvantaged who is not a member of a designated group. If the state tentatively determines, on its own initiative based on such clear evidence, that the owner of the firm is not socially and economically disadvantaged, the state should ensure that the owner(s) are afforded procedural safeguards equivalent to that provided in the case of third party challenges.

(6) Ownership and Control

Once business size and social and economic disadvantage status has been determined, ownership and control must be evaluated to ensure that firms applying for DBE certification are in fact independent firms, owned and controlled by one or more socially and economically disadvantaged individuals. Similarly, firms applying for DBE certification on the basis of female ownership must be evaluated to ensure that they are independent and are owned and controlled by women. An independent firm is one the viability of which does not depend on its relationship with another firm or firms.

Under operational control, the applicant must have an overall understanding of and managerial and technical competence and experience directly related to the business operations.

To determine managerial control, the applicant must demonstrate that they possess the power to direct or cause the direction of the management and policies of the firm.

Applicant firms jointly owned by husband and wife will be treated the same irrespective of whether the state has a community property law. The OMWESB will determine eligibility by ensuring that the firm is in fact at least 51 percent owned by the woman and the firm's management and daily business operations are controlled by the woman who owns it. In reaching that conclusion, the OMWESB will determine whether the firm meets the eligibility standards contained in 49 CFR 26.

(7) Personal Net Worth

An individual, whose personal net worth exceeds $1,320,000, excluding personal residence and interest in the business, shall not be deemed to be economically disadvantaged.

The OMWESB will obtain a signed and notarized statement of personal net worth from all persons who claim to own and control a firm applying for DBE certification and whose ownership and control are relied upon for DBE certification. These statements will be accompanied by appropriate supporting documentation.

E. Out-of-State Applications submitted to OMWESB

When an out-of-state firm currently certified in its home state applies for DBE certification in Oregon, the Office of Minority, Women & Emerging Small Business (OMWESB), will accept the out-of-state's certification and certify the firm providing the firm submits the following information:

(1) Completed Uniform DBE Application (or copy from home state UCP if recent - within six months)

(2) Current DBE certification letter from your home state (must include NAICS codes in which you are certified);

(3) Home state UCP contact information (phone, email) for requesting additional DBE documentation as necessary;

(4) Business federal tax returns for previous three years, all schedules;

(5) Current Personal Financial Statement (signed/dated);

(6) Individual federal tax returns for each owner claiming disadvantaged status for previous three years, all schedules;

(7) Licenses/registrations to do business in Oregon (Construction Contractor's Board, Engineering, Electrical, Plumbing, Trucking, Foreign Business Registration with the Oregon Secretary of State, etc.)

(8) Driver's license for all disadvantaged owners

(9) OMWESB will:

(a) Administrative Specialist will enter the out-of-state DBE application as received on dbase and assign to Cert. Specialist for review

(b) Certification Specialist will contact the home state within seven days of receipt of the DBE application to request a copy of the onsite report and verification of current DBE certification status

(c) Certification Specialist will provide notice to the applicant regarding certification no later than thirty days from the date on which all information listed above is received

(d) Upon receiving new out-of-state DBE applications or certification review forms, OMWESB Certification Specialists will check the Ineligibility Determination Online Database (DOCR) to see if the business has been included on the list.

(e) OMWESB staff will regularly check the DOCR regarding DBE decertifications. If OMWESB receives information regarding the decertification of a currently certified out-of-state DBE (from DOCR), Admin. Specialist will pull the certified file and assign to a Cert. Specialist who will contact the home state for copies of their decertification determination report and decertification notice.

(f) When decertification information is received from the home state UCP, OMWESB will notify the applicant in writing and initiate decertification in Oregon based on the home state's determination.

(g) OUT-OF-STATE REQUESTS FOR DBE INFORMATION:

(h) OMWESB staff will email copies of the onsite visit reports, any updates to site visit review and any evaluation of a certified DBE based on the site visit to the out-of-state UCP within seven days of receiving the written request.

F. Certification Duration

Once OMWESB certifies a firm as an eligible DBE, it shall remain certified unless and until its certification is removed. OMWESB will not require DBEs to reapply

for certification as a condition of continuing to participate in the program, but may conduct periodic certification reviews. The DBEs will have to reapply and be re-certified if their certification is removed. OMWESB will update the DBE Database regularly with new certification actions.

(1) Notification of Change in Circumstances

During a DBE firm's certification period, it must inform OMWESB, in writing, of any changes in circumstances affecting the firm's ability to meet disadvantaged status, business size, ownership, control requirements, or any material change in the information provided in the certification application process, and attach supporting documentation describing in detail the nature of such changes. Such notice of change from the DBE firm must take the form of an unsworn declaration executed under penalty of perjury. The written notification shall be provided by the DBE within thirty (30) days of occurrence of the change(s). If the DBE fails to make timely notification of such changes, it will be deemed to have failed to cooperate under the regulations.

(2) Annual Affidavit of Continuing Eligibility

Every firm certified by OMWESB as a DBE must provide to OMWESB every year on the anniversary of the date of its initial certification, an affidavit sworn to by the firm's owner(s) before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of the Regulations or any material changes to the information provided in its original application, or the last notification of a change circumstance. The affidavit shall specifically affirm that the DBE continues to meet SBA size criteria and the overall gross receipt cap, documenting this affirmation with supporting documentation of the DBE size and gross receipts. If the DBE fails to provide this information in a timely manner, it will be deemed to have failed to cooperate with the requirements of the regulations.

G. Denials and Reapplication Procedures

If a firm is denied certification, it will be required to wait at least twelve (12) months before it may reapply for DBE certification with OMWESB. The time period for reapplication begins to run on the date the explanation for denial of certification is received by the applicant firm. The firm may file an appeal for any denial of certification to USDOT in accordance with section 6.4.9 of this document.

H. Removal Procedures (De-certification/Denial)

A DBE firm which no longer meets the eligibility standards (or misrepresented information during the certification process) will be removed from the DBE program by having its certification removed. A firm shall remain certified during the removal process.

(1) Initiating Removal

(a) Any person may file a written complaint that alleges a currently certified firm is ineligible. A written complaint must specify reasons for the allegation and include any information or

arguments supporting the allegation. A general allegation or anonymous complaint will not be accepted. The Manager of OMWESB will review the complaint, all certification records and other available information in order to determine whether there is reasonable cause to believe that the firm is ineligible.

(b) Authority-Initiated Proceedings - The Manager of OMWESB will review all notifications of change in circumstance or other information that comes to OMWESB's attention, including notification of removal actions of other USDOT recipients, to determine whether there is reasonable cause to believe a currently certified firm is ineligible. When the OMWESB determines that a firm is not eligible for certification, the OMWESB will provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based will be made available to the applicant firm upon request.

(c) USDOT Directive to Initiate Proceeding - A USDOT agency may direct ODOT to initiate removal proceedings, because it has determined the information in the certification records or other information available provides reasonable cause to believe that a firm is ineligible. The USDOT agency must provide ODOT and the firm a notice setting forth reasons for the directive, including relevant documentation.

(d) Reasonable Cause to Believe a Firm is Ineligible - If the Manager of OMWESB determines that there is not reasonable cause to believe the that firm fails to meet eligibility requirements, s/he shall provide a written notice to the firm and the complainant stating the reasons therefore in such cases where a complaint was filed with OMWESB.

(e) A DBE may be decertified at any time if the Manager of OMWESB determines that there is reasonable cause to believe the firm no longer meets the eligibility standards set out in 49 CFR 26 Subpart D and OAR 445-050-0020. The OMWESB may also deny certification to any DBE applicant that does not meet eligibility standards set out in 49 CFR 26 Subpart D and OAR 445-050-0020. The following steps shall be taken:

(i) Written Notice - In the case of de-certification, the OMWESB shall issue a Notice of Intent to Decertify the DBE 21 days prior to the date of the de-certification, and indicate the specific reasons for the de-certification. In the case of denial of initial certification or re-certification, the DBE or applicant will be notified in writing of the denial and the reasons therefore. The notice shall also include notification that the firm has the right to a contested case hearing.

(ii) (b) Contested Case Hearing - In either a de-certification or denial of initial certification or re-certification of a DBE, the DBE or applicant has 21 calendar days from the date of the Notice of Intent to Decertify or the letter of denial in which to submit a written request for contested case hearing. If the DBE or applicant requests a contested case hearing, the de-certification or denial of re-certification will

be stayed pending the issuance of a final order. Contested case hearings will be conducted in accordance with ORS 183.310 to 183.550 and OAR 445-050-0000. If no written request for a contested case hearing is received by the OMWESB within the 21-day period, the de-certification/denial will be final.

(iii) Decision - Following the contested case hearing, the proposed order issued by the hearings officer will be forwarded to the manager of the OMWESB for issuance of the final order.

(iv) Notice of Decision - The OMWESB will provide the firm written notice of the final decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. Any applicant or DBE that believes it has been wrongly de-certified or denied certification or re-certification by the OMWESB may also file an appeal in writing, signed and dated, with the USDOT in accordance with section 6.4.9 of this document. OMWESB will send copies of the notice to the complainant in an ineligibility complaint or the concerned USDOT agency that directed ODOT to initiate the proceeding.

(v) Effects of Removal of Eligibility. - The OMWESB and ODOT OCR will take the following actions upon the removal of a firm's certification:

1. OMWESB will update the DBE Database and notify ODOT OCR of the removal.
2. ODOT OCR will determine whether the decertified firm is currently participating in an ODOT contract or has been included in a recent bid;
3. If a contract that has not been executed before the removal notice involves a commitment by the prime contractor to use the ineligible firm or by ODOT to use the ineligible firm as a DBE prime contractor, the ineligible firm cannot be counted toward the contract goal or the overall annual goal. The Regulations require that ODOT direct a prime contractor to meet the contract goal with another eligible DBE subcontractor or to demonstrate that it has made sufficient good faith efforts to do so;
4. If a subcontract has been executed by a prime contractor or a prime contract has been executed by ODOT with the ineligible firm before the removal notice, the prime contractor or ODOT may continue to use the firm on the contract and may continue to count the firm's participation toward the contract goal. ODOT shall not count that portion of the ineligible firm's performance remaining on the contract or subcontract after the removal notice toward the overall annual goals; and
5. If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, ODOT will continue to

count its participation on that contract toward overall and contract goals.

I. Certification Appeal to USDOT

A firm that has been denied certification or whose eligibility is removed may make an administrative appeal to the USDOT. A complainant in an ineligibility complaint to the OMWESB may appeal to USDOT if OMWESB does not find reasonable cause to propose removing the firm's eligibility. Pending the USDOT appeal decision, OMWESB's decision shall remain in effect. All Appeals shall be sent to:

U.S. Department of Transportation

Office of Civil Rights

400 Seventh Street, SW

Room 2401

Washington, D.C. 20590

All requests for an appeal must be sent, in writing, within ninety (90) days of OMWESB's final decision on the matter. The USDOT may accept an appeal filed later than 90 days after the date of the decision if it determines that there was good cause for the late filing of the appeal. The appeal request shall include information and arguments regarding why the decision should be reversed. If the appeal is from a firm, the request must include information regarding certification with other USDOT recipients. If the appeal is from a third party; the party will be requested to provide the same information.

The manager shall provide a copy of a complete, well-organized administrative record within twenty (20) days of a request from USDOT. USDOT will make its decision based solely on the entire administrative record without conducting a hearing. The firm and complainants shall have access to any information reviewed by USDOT in accordance with public records and privacy laws.

USDOT will affirm OMWESB's decision if it determines based on the entire administrative record, that the decision is supported by substantial evidence or is consistent with the substantive or procedural provisions concerning certification. USDOT shall send written notification of its decision including the reasons therefore to OMWESB, the firm and any complainant. If OMWESB's decision is reversed, the manager will take all appropriate actions to conform with the USDOT's decision immediately upon receiving the written notice. USDOT decisions are administratively final, and are not subject to petitions for reconsideration.

J. ODOT Commodity Code/North American Industry Codes (NAICS)

During the certification process for firms indicating a desire to participate in federal aid highway or FTA-funded contracts, a DBE will be assigned a commodity/NAICS code by OMWESB which is indicative of the type of work the firm has shown that it can perform at the time the certification is requested. ODOT uses the commodity/NAICS codes in its process of evaluating projects to identify work which may be accomplished by DBEs.

7. MONITORING AND RECORD KEEPING

7.1 Civil Rights Compliance Tracking System (CRCT)

The Civil Rights Compliance Tracking system (CRCT) is a database system built in-house to store and organize data and track compliance. This system provides tracking and reporting capabilities on companies who bid or respond on projects and the tracking of actual utilization. It also captures amounts paid to all contractors, generates the Federal semi annual report and tracks Equal Employment Opportunity (EEO) and On-the-Job Training (OJT) information as well.

A. Bidders List

ODOT must create and maintain a bidder's list, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts on USDOT assisted projects. ODOT uses the Subcontractor Solicitation and Utilization Report (SSUR form) to gather the bidders list information, including firm name, status as DBE or non-DBE and whether the identified firm was utilized in the bidder's submitted bid. All bidders or proposers are required to submit the SSUR form is within 10 days of the bid opening or contractor selection. ODOT will conduct periodic surveys or studies to gather bidders list information on annual gross receipts and firm addresses.

Contract/Vendor information is validated with the Subcontractor Solicitation and Utilization Report provided by all bidders within 10 calendar days of the bid opening. If contractor or vendor information provided is not contained in the CRCT system, a profile sheet may be forwarded to the firm in question and the tracking system will be updated when the information is received.

B. Monitoring Payments to DBEs

It is the contractor's responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of ODOT or USDOT. This reporting requirement is also extended to any certified DBE subcontractor.

ODOT will maintain a running tally of payments actually made to DBE firms and require prime contractors and DBE subcontractors and suppliers to provide appropriate documentation to verify such payments. Credit toward overall or contract goals will only be given upon satisfactory evidence that payments were actually made to DBEs.

Prime contractor payment information is imported into CRCT from ODOT's Contract Payment System (CPS) database. Subcontract payment data, provided by prime contractors in the Summary Report of Subcontractors Paid, is entered by the OCR Field Coordinators into CRCT.

ODOT may perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to verify that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation. The audit will also verify whether a CUF report has been completed for DBE subcontractors.

C. Increased Efforts to Collect A&E Payment Data

ODOT has fairly consistently received subcontract payment data for construction contracts, but has less consistently received subcontract payment data for

Architecture and Engineering and related services contracts (A&E contracts). Historically, the CRCT database was not set up to track A&E contracts, as these contracts were exclusively housed in the Procurement Contract Management System (PCMS) database, which does not track subcontract data. Thus, ODOT conducted a special survey in 2011 to gather A&E subcontract payment information from the prime contractors for analysis in ODOT's 2011 Disparity Study Update.

System upgrades to PCMS and CRCT now allow CRCT to receive and track both A&E prime and subcontract payment data. Throughout 2012, OCR staff, with the cooperation of and support from some American Consulting Engineers Council (ACEC) and other A&E contractors, attended industry committee meetings to communicate that increased compliance with the requirement to submit the Summary Report of Subcontractors Paid forms is contractually required. OCR has and will continue to communicate with agency contract administrators on the importance of collecting these forms and ask that they withhold payment from contractors who continue to be non-compliant. In the latter part of 2012, ODOT saw an increase in form submission compliance by A&E prime contractors. By March 2013, OCR will have established data entry and tracking procedures in place to allow OCR to monitor the receipt of A&E subcontract payment data.

7.2 Reporting to USDOT

As required by 49 CFR 26.11(a) ODOT will submit the DBE Uniform Report of DBE Awards or Commitments and Payments on a semiannual basis to FHWA and FTA. The report to FTA will be submitted through TEAM-Web.

ODOT will continue to maintain and report DBE participation, overall annual goal setting methods, and other requested information to USDOT as directed by FHWA and FTA. Statistical data will be maintained and reported on a semi-annual basis to USDOT agencies reflecting the DBE participation on ODOT's federally-assisted procurement activities. These reports will provide DBE participation information on ODOT's race-neutral and gender-neutral contracts; race-conscious contracts; and the combined DBE participation on all federally assisted procurement activities.

7.3 Contract Remedies

ODOT will monitor compliance on federally assisted contracts with the requirements of the regulations and the DBE Program. ODOT may impose such contract remedies as are available under federal, state and local law and regulations for non-compliance. Such remedies may include, but are not limited to, withholding of progress payments and contract retention, imposition of liquidated damages, and termination of the contract in whole or in part.

For further information, see section 5.5 of this document.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Filing a Lien against Brian Richards in the Columbia County Lien Records for Failure to Pay Civil Penalties	)))	ORDER NO. 53-2016

WHEREAS, in accordance with Section 23 of the Columbia County Enforcement Ordinance (Ordinance No. 90-7, *as amended*, hereinafter the "Enforcement Ordinance"), Columbia County Land Development Services Director Todd Dugdale issued Final Order No. 2016-002, which is attached hereto and incorporated herein by this reference, imposing a civil penalty in the amount of Three Thousand Three Hundred Thirty-Four Dollars ($3,334.00) against Brian Richards for a building code violation; and

WHEREAS, notice of the determination and imposition of the civil penalties was mailed to Brian Richards on May 19, 2016, by certified mail; and

WHEREAS, Georg Bainbridge has neither paid the civil penalties nor petitioned for judicial review in the Columbia County Circuit Court; and

WHEREAS, pursuant to ORS 30.460 and Section 23(D) of the Enforcement Ordinance, the County may record the civil penalties imposed under the Enforcement Ordinance in the Columbia County Lien Record if such penalties are not paid within 60 days after mailing of the determination and imposition of the civil penalties; and

WHEREAS, more than 60 days have passed since the mailing of the final order, and the civil penalties remain unpaid;

NOW, THEREFORE, it is hereby ordered as follows:

1. The lien shall be against Brian Richards in the amount of Three Thousand Three Hundred Thirty-Four Dollars ($3,334.00) .
2. This Order shall be recorded in the Columbia County Lien Records, without cost.
3. County Counsel's office is authorized to enforce the lien pursuant to ORS 205.125 and ORS 205.126.

DATED this _____ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to Form:

By:_____
Office of the County Counsel

ORDER: 5/18/16
60th DAY: 7/18/16

BEFORE THE DEPARTMENT OF LAND DEVELOPMENT SERVICES

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Building Code Violations by Brian Richards on Property Located at 52580 Bird Road, Scappoose, Columbia County, Oregon, Tax Parcel No. 3107-030-00100)	))))	FINAL ORDER NO. 2016-002

A. SUMMARY

On March 14, 2016, Brian Richards was issued Notice of Violation for the following Building Code violation at 52580 Bird Road, Scappoose, Columbia County, Oregon, Tax Parcel No. 3107-030-00100:

Violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required".
Violation of the Oregon Residential Specialty Code, Section R105.5, "Permit Expired"

Brian Richards neither appealed the Notice of Violation nor corrected the violation and paid the assessed penalty by the end of the appeal period.

B. FINDINGS OF FACT

1. The Columbia County Assessor's Office records lists Brian Richards as the legal and responsible owner of the property located 52580 Bird Road, Scappoose, Columbia County, Oregon, Tax Parcel No. 3107-030-00100.

2. The Oregon Residential Specialty Code, Section R105.1, "Permit Required" states, "Any owner or an authorized agent who intends to construct, enlarge, alter, repair, move or change the occupancy of a building or structure, or erect, install, enlarge, alter, repair, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit." Further, Section R105.5 states, "Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by the permit is suspended or abandoned for 180 days after the work has commenced..."

   Brian Richards constructed a two story, detached garage(623 sq. ft 1st floor and 578 sq. ft. 2nd floor), without required_building permits and within required setbacks. Mr. Richards applied for but was denied a setback variance. And although Mr. Richards applied for building permits to correct the violations, those permits have expired.

3. Mr Richards applied for building permit BLD2010-00129 on November 2, 2009 and electrical permit ELE2012-00727 on June 18, 2012 in response to enforcement action necessary to correct the violations. On January 16, 2013, building permit BLD2010-00129 and electrical permit ELE2012-00727 expired. You failed to file for an extension, obtain a progress inspection or receive a final inspection before the permit(s) expiration date.

   A courtesy notice was mailed to your address on December 12, 2012, which advised that the permits would expire on January 16, 2013.

4. On February 4, 2013, a letter was mailed to you via certified mail 7008 1300 0000 4816 8835 Mr. Richard's address at 52580 Bird Road, Scappoose, Oregon. The letter informed Mr. Richards that permits were required for the garage, how to remedy the violation(s) and that new permits would include an investigative fee. The certified mail was returned to this agency on March 4, 2013 and was stamped "unclaimed" by the United States Postal Service.

5. On October 31, 2013, a letter was mailed via certified mail 7008 3230 0000 8687 1168, to Mr. Richard's address at 52580 Bird Road, Scappoose, Oregon. The letter was to inform you that permits are required, how to remedy the violation(s) and that new permits would include an investigative fee.

6. On November 14, 2013, the Department of Land Development Services received a written appeal from you dated November 11, 2013 citing a financial hardship for you to move the existing building which was constructed without required permits and for which the aforementioned permit applications for relocation of the building you filed had expired .

7. On or about December 11, 2013, in lieu of rendering a decision on your appeal, I offered and discussed with you the attached corrective action plan which you subsequently signed and returned on December 17, 2013. By signing the corrective action plan you agreed to take the listed steps to relocate the subject building to an approved location on the subject property no later than June 27, 2014. As of the date of the December 11, 2013 notice you had not initiated the required permitting nor had you completed the work and received a final inspection as prescribed in the corrective action plan.

8. On March 14, 2016, a Notice of Violation was sent by certified mail 7008 3230 0000 8687 4633 to your address at 52580 Bird Road, Scappoose, Oregon assessing a fine of $3,334 for the above listed violations and providing an opportunity for appeal within 14 days of said notice.

9. As of the date of this notice, you have failed to appeal the assessment of a fine, to obtain permits or complete work necessary to address the violations

C. CONCLUSIONS

1. Brian Richards has performed the work described above without a permit in violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required" and Section R105.5, "Expiration".

2. Notice of the violation and an opportunity to appeal was provided in accordance with the Columbia County Enforcement Ordinance (Ordinance No. 90-7, as amended).

3. Pursuant to Section 24 of the Enforcement Ordinance, a fine of up to $5,000 may be assessed for a single building code violation or up $1,000 per day for each continuing violation. Columbia County Board of Commissioners' Order No. 42-2014 establishes a schedule of fines for building code violations. Under Order No. 42-2014, the fine for a first offense is $1,667 each for failure to obtain building and electrical permits and allowing permits to correct the violation expire without completion of work. Based on the reasons described above, the Director has determined that the appropriate sanction here is a civil penalty of $3,334.

D. DECISION

Based on the findings and conclusions set forth above and in the record in this case, the Director of Land Development Services, as hearings officer, hereby orders:

1. Penalties be assessed for the following building code violations, as follows:

   A civil penalty in the amount of $3,334 for violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required" and Section R105.5, "Expiration". Payment of the fine does not relieve you of the requirement to correct the violation(s), and the County may seek other remedies as allowed by law to enforce its regulations.

2. Pursuant to ORS 30.460, penalties shall be paid within 60 days of the date of this order. After 60 days, the County may file and record this Order for payment of unpaid penalties in the Columbia County Clerk Lien Record.

E. APPEAL RIGHTS

County Ordinance 92-15, as amended, provides that the Director's written decision is final. The decision may be appealed to Circuit Court as provided in ORS 34.010 to 34.012.

Dated this 18th day of May, 2016

By: Todd Dugdale

Todd Dugdale
Director of Land Development Services

7006 3450 0002 4494 8729

Return receipt requested

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City, State, ZIP+4 Scappoose, OR 97056

PS Form 3800, August 2006 See Reverse for Instructions

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Filing a Lien against George Bainbridge in the Columbia County Lien Records for Failure to Pay Civil Penalties	)))	ORDER NO. 54-2016

WHEREAS, in accordance with Section 23 of the Columbia County Enforcement Ordinance (Ordinance No. 90-7, *as amended*, hereinafter the "Enforcement Ordinance"), Columbia County Land Development Services Director Todd Dugdale issued Final Order No. 2016-001, which is attached hereto and incorporated herein by this reference, imposing a civil penalty in the amount of One Thousand Six Hundred and Sixty-Seven Dollars ($1,667.00) against George Bainbridge for a building code violation; and

WHEREAS, notice of the determination and imposition of the civil penalties was mailed to George Bainbridge on May 19, 2016, by certified mail; and

WHEREAS, Georg Bainbridge has neither paid the civil penalties nor petitioned for judicial review in the Columbia County Circuit Court; and

WHEREAS, pursuant to ORS 30.460 and Section 23(D) of the Enforcement Ordinance, the County may record the civil penalties imposed under the Enforcement Ordinance in the Columbia County Lien Record if such penalties are not paid within 60 days after mailing of the determination and imposition of the civil penalties; and

WHEREAS, more than 60 days have passed since the mailing of the final order, and the civil penalties remain unpaid;

NOW, THEREFORE, it is hereby ordered as follows:

1. The lien shall be against George Bainbridge in the amount of One Thousand Six Hundred Sixty-Seven Dollars ($1,667.00).
2. This Order shall be recorded in the Columbia County Lien Records, without cost.
3. County Counsel's office is authorized to enforce the lien pursuant to ORS 205.125 and ORS 205.126.

DATED this _____ day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Approved as to Form:

By:_____
Office of the County Counsel

BEFORE THE DEPARTMENT OF LAND DEVELOPMENT SERVICES

FOR COLUMBIA COUNTY, OREGON

In the Matter of the Building Code Violations by George Bainbridge on Property Located at 61393 Robinette Road, St. Helens, Columbia County, Oregon, Tax Parcel No. 5130-000-02402	))))	FINAL ORDER NO. 2016-001

A. SUMMARY

On March 10, 2016, George Bainbridge was issued Notice of Violation for the following Building Code violation at 61393 Robinette Road, St. Helens, Columbia County, Oregon, Tax Parcel No. 5130-000-02402:

> Violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required," for constructing an addition onto an existing mobile home without first obtaining a building permit.

George Bainbridge neither appealed the Notice of Violation nor corrected the violation and paid the assessed penalty by the end of the appeal period.

B. FINDINGS OF FACT

1. The Columbia County Assessor's Office records lists George Bainbridge as the legal and responsible owner of the property located at 61393 Robinette Road, St. Helens, Columbia County, Oregon, Tax Parcel No. 5130-000-02402.

2. The Oregon Residential Specialty Code, Section R105.1, "Permit Required" states, "Any owner or an authorized agent who intends to construct, enlarge, alter, repair, move or change the occupancy of a building or structure, or erect, install, enlarge, alter, repair, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.".

3.On March 25, 2010, the Code Enforcement Officer, observed a stick built habitable addition to an existing mobile home of approximately 196 square feet in size requiring a permit being built on the subject property. A habitable addition of any size requires a building permit per Oregon Residential Specialty Code, Section R105.1, "Permit Required". He determined that no permits were posted on the property nor record of any permits were on file at the County for the addition.

4. On April 6, 2010, the Code Enforcement Officer issued a Notice of Violation

advising George Bainbridge that full compliance must be made by April 26, 2010.

5. On April 9, 2013, the Code Enforcement Officer issued a second Notice of Violation to assess a civil penalty and provide opportunity to appeal the assessment.

6. On March 10, 2016, the Code Enforcement Officer issued a third Notice of Violation to assess a civil penalty and provide an opportunity to appeal the assessment within 14 days of the date of the notice. As of the date of said notice, no permits have been issued to correct the violations and no appeal has been filed within the time allowed.

C. CONCLUSIONS

1. George Bainbridge has performed the work described above without a permit in violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required".

2. Notice of the violation and an opportunity to appeal was provided in accordance with the Columbia County Enforcement Ordinance (Ordinance No. 90-7, as amended).

3. Pursuant to Section 24 of the Enforcement Ordinance, a fine of up to $5,000 may be assessed for a single building code violation or up $1,000 per day for each continuing violation. Columbia County Board of Commissioners' Order No. 42-2014 establishes a schedule of fines for building code violations. Under Order No. 42-2014, the fine for a first offense is $1,667. Based on the reasons described above, and because this violation is a first offense, the Director has determined that the appropriate sanction here is a civil penalty of $1,667.

D. DECISION

Based on the findings and conclusions set forth above and in the record in this case, the Director of Land Development Services, as hearings officer, hereby orders:

1. Penalties be assessed for the following building code violations, as follows:

   A civil penalty in the amount of $1,667 for violation of the Oregon Residential Specialty Code, Section R105.1, "Permit Required". Payment of the fine does not relieve George Bainbridge of the requirement to correct the violation(s), and the County may seek other remedies as allowed by law to enforce its regulations.

2. Pursuant to ORS 30.460, penalties shall be paid within 60 days of the date of this order. After 60 days, the County may file and record this Order for payment of unpaid penalties in the Columbia County Clerk Lien Record.

E. APPEAL RIGHTS

County Ordinance 92-15, as amended, provides that the Director's written decision is final. The decision may be appealed to Circuit Court as provided in ORS 34.010 to 34.012.

Dated this 18th day of May, 2016

By: Todd Dugdale
Todd Dugdale
Director of Land Development Services

7006 3450 0002 4494 8712

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City, State, ZIP+4 St. Helens, OR 97051

PS Form 3800, August 2006 See Reverse for Instructions

AMENDMENT 1 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND
CITY OF SCAPPOOSE, OREGON

This Amendment Number One is to the Intergovernmental Agreement by and between Columbia County, Oregon (the "County") and the City of Scappoose, Oregon ("City") for the provision of supervised Corrections work crews effective June 24, 2015, (the "IGA").

WHEREAS, on June 24, 2015, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, the parties desire to extend the term through June 30, 2017;

NOW, THEREFORE, the parties agree as follows:

1. The term of the IGA shall end on June 30, 2017.

2. This Amendment 1 is effective on the date last signed, below, and shall be retroactive to July 1, 2016.

3. Except as expressly amended herein, the terms and conditions of the IGA remain in full force and effect.

CITY OF SCAPPOOSE

By:_____
Name: Michael Sykes
Its: City Manager
Date:_____

Approved as to form

By:_____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

AMENDMENT NUMBER THREE TO INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY, OREGON AND OREGON DEPARTMENT OF TRANSPORTATION

This Amendment Number Three is to the Intergovernmental Agreement by and between Columbia County, Oregon (the ñCountyò) and the Oregon Department of Transportation (ñODOTò) effective February 9, 2011.

WHEREAS, on February 9, 2011, the County and ODOT entered into the IGA for the provision of supervised Community Corrections work crews (the ñIGAò); and

WHEREAS, the parties desire to extend the term of the IGA;

NOW, THEREFORE, the parties agree as follows:

A. Section VII, Term of Agreement is amended to extend the term of the Agreement to June 30, 2017.

B. This Amendment Three is effective on the date last signed below, and shall be retroactive to July 1, 2016.

C. Except as specifically amended above, the IGA remains in full force and effect.

ODOT ï District 1
350 West Marine Drive
Astoria, OR 97103
503.325.7222

By: _____
District 1 Manager

Date: _____

Approved as to form

By:_____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

AMENDMENT 1 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, OREGON
AND
PORT OF ST. HELENS, OREGON

This Amendment Number One is to the Intergovernmental Agreement by and between Columbia County, Oregon (the "County") and the Port of St. Helens ("Port") for the provision of supervised Corrections work crews effective May 27, 2015, (the "IGA").

WHEREAS, on May 27, 2015, the County and Port entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, the parties desire to extend the term through June 30, 2017;

NOW, THEREFORE, the parties agree as follows:

1. The term of the IGA shall end on June 30, 2017.

2. This Amendment 1 is effective on the date last signed, below, and shall be retroactive to July 1, 2016.

3. Except as expressly amended herein, the terms and conditions of the IGA remain in full force and effect.

PORT OF ST. HELENS

By:_____
Name: Patrick Trapp

Date:_____

Approved as to form

By:_____
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

AMENDMENT NUMBER SEVEN TO INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY, OREGON AND CITY OF ST. HELENS, OREGON

This Amendment Number Seven is to the Intergovernmental Agreement by and between Columbia County, Oregon ("County") and the City of St. Helens, Oregon ("City") for the provision of supervised Community Corrections work crews effective May 16, 2007, (the "IGA") .

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, on June 25, 2009 the parties approved Amendment 1 to the IGA; and

WHEREAS, on December 17, 2009, the parties approved Amendment 2 to the IGA; and

WHEREAS, on February 2, 2011, the parties approved Amendment 3 to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment 4 to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment 5 to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment 6 to the IGA, renewing the IGA for a term of one year, beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the parties desire to renew the IGA for an additional one year period, beginning July 1, 2016, and ending June 30, 2017;

NOW, THEREFORE, the parties agree as follows:

A. Section VII, Term of Agreement, is hereby amended to read,

"This agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2017, unless otherwise extended upon written approval of the parties."

B. This Amendment Seven is effective on the date last signed below and is retroactive to July 1, 2016.

D. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

By: _____
Randy Peterson
Mayor

By: _____
John Walsh
City Administrator

Date: _____

Approved as to form

By:_____
City Attorney

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Earl Fisher, Commissioner

Date: _____

Approved as to form

By:_____
Office of County Counsel

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Agreement #148004

TENTH AMENDMENT TO OREGON HEALTH AUTHORITY 2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

This Tenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2015 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Columbia County, acting by and through its Columbia County The Public Health Foundation of Columbia County ("LPHA"), the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Columbia County.

RECITALS

WHEREAS, OHA, County and LPHA wish to modify the financial assistance for fiscal year 2016-2017 set forth in Exhibit C of the Agreement;

WHEREAS, OHA, County and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Agreement is amended as follows:

(a) Exhibit C "Financial Assistance Award", Section 1 Financial Assistance Award for the period July 1, 2016 through June 30, 2017 is modified as set forth in Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 4 of Exhibit C, entitled "Explanation of Financial Assistance Award" of the Agreement.

(b) Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

2. County represents and warrants to OHA that the representations and warranties of County set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.

6. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

7. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

APPROVED:

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director

Date: _____

COLUMBIA COUNTY (COUNTY)

By: _____

Name: _____

Title: _____

Date: _____

THE PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY (LPHA)

By: _____

Name: _____

Title: _____

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on August 31, 2016. A copy of the emailed approval is on file at OCP.

OHA PUBLIC HEALTH ADMINISTRATION

Reviewed by:_____
Name: Karen Slothower *(or designee)*
Title: Program Support Manager

Date: _____

OFFICE OF CONTRACTS & PROCUREMENT (OCP)

By: _____
Name: Tammy L. Hurst, OPBC, OCAC
Title: Contract Specialist

Date: _____

Attachment A
FINANCIAL ASSISTANCE AWARD
Award Period July 1, 2016 through June 30, 2017

State of Oregon
Oregon Health Authority
Public Health Division

1) Grantee	**2) Issue Date**	**This Action**
Name: Public Health Foundation of Columbia County	July 20, 2016	AMENDMENT FY2017
Street: P. O. Box 995	**3) Award Period**	
City: St. Helens	From July 1, 2016 Through June 30, 2017	
State: OR Zip Code: 97051		

4) OHA Public Health Funds Approved

Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	55,899	0	55,899
PE 04 Sustainable Relationships for Community Health	94,864	0	94,864 (g)
PE 12 Public Health Emergency Preparedness	0	71,444	71,444
PE 13 Tobacco Prevention & Education	69,433	0	69,433
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	216,995	5,349	222,344 (b,c,h,i)
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	17,056	0	17,056 (a)
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	5,438	0	5,438
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	9,095	0	9,095
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	21,222	0	21,222
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	2,899	0	2,899
PE 42 Babies First FAMILY HEALTH SERVICES	9,181	0	9,181
PE 43 Immunization Special Payments	15,042	0	15,042 (d)

5) FOOTNOTES:

a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.

b) The July-September 2016 grant is $54,249 and includes $10,850 of minimum Nutrition Education $2,786 is for Breastfeeding Promotion.

c) The October-June 2017 grant is $162,746 and includes $32,549 of minimum Nutrition Education $8,358 is for Breastfeeding Promotion.

d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.

e) $12,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. $2,000 is for Coastal Family Health Center. $10,000 is for Public Health Foundation of Columbia County.

f) $60,000 is for School Based Health Center Planning grant funds.

g) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017.

6) Capital Outlay Requested in This Action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of $5,000 and a life expectancy greater than one year.

PROGRAM	**ITEM DESCRIPTION**	**COST**	**PROG. APPROV**

State of Oregon
Oregon Health Authority
Public Health Division

1) Grantee	**2) Issue Date**	**This Action**
Name: Public Health Foundation of Columbia County	July 20, 2016	AMENDMENT FY2017
Street: P. O. Box 995 City: St. Helens State: OR Zip Code: 97051	**3) Award Period** From July 1, 2016 Through June 30, 2017	

4) OHA Public Health Funds Approved

Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	292,956	0	292,956 (e,f)
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	101,000	0	101,000
PE 50 Safe Drinking Water Program	46,934	0	46,934
TOTAL	958,014	76,793	1,034,807

5) FOOTNOTES:

h) $317 represents the Fresh Fruit and Veggies funds.

i) $5,032 represents one-time funding amount. Funding rate is $4 per assigned caseload.

6) Capital Outlay Requested in This Action:

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of $5,000 and a life expectancy greater than one year.

PROGRAM	**ITEM DESCRIPTION**	**COST**	**PROG. APPROV**

Attachment F
Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

PE 12 Public Health Emergency Preparedness Program (PHEP)	
FY17 07/01/16-06/30/17	
Federal Award Identification Number(FAIN):	**5 NU90TP000544-05-00**
Federal Award Date:	**6/23/2016**
Performance Period:	**07/01/16-06/30/17**
Federal Awarding Agency:	**CDC**
CFDA Number:	**93.069**
CFDA Name:	**Public Health Emergency Preparedness**
Total Federal Award:	**$7,510,978**
Project Description	**Public Health Emergency Preparedness (PHEP)**
Awarding Official:	**Shicann Phillips, Grants Management** **770-488-2809** **IBQ7@cdc.gov**
Indirect Cost Rate:	**17.45%**

Agency/Contractors Name	DUNS	Award Amount
PUBLIC HEALTH FOUNDATION OF COLUMBIA COUNTY	830409376	$ 71,444.00

PE 40 Special Supplemental Nutiritonal Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)					
Federal Award Identification Number(FAIN):	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605
Federal Award Date:	02/01/15	02/01/15	02/01/15	02/01/15	2/1/2016
Performance Period:	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/16-9/30/17
Federal Awarding Agency:	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service
CFDA Number:	10.557	10.557	10.557	10.557	10.557
CFDA Name:	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children
Total Federal Award:	24,924,724	24,924,724	24,924,724	24,924,724	TBD
Project Description:	WIC Program	WIC Program	WIC Program	WIC Program	WIC Program
Awarding Official:	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov
Indirect Cost Rate:	17.45%	17.45%	17.45%	17.45%	17.45%
Research And Development(Y/N):	N	N	N	N	N

Agency/Contractors Name	DUNS	Prior Award Amount July-Sept 2016	Fresh Fruit & Veggies Grant	One-time funding, $4/assigned CL	New Award Amount July-Sept 2016	Award Amount Oct 2016 - June 2017	Total SFY 17 Award
PHF COLUMBIA	830409376	$ 54,249	$ 317	$ 5,032	$ 59,598	$ 162,746	$ 222,344

Scappoose – Vernonia Road Overlay MP 10.69 to 12.2
and
Apiary Road Overlay MP 5.4 to 6.21 and MP 18 to 19.2

This Agreement is made and entered into by and between Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as "Owner," and Lakeside Industries, Inc., hereinafter referred to as "Contractor."

WITNESSETH:

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

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

2. Completion Date. The completion date for this Agreement shall be no later than October 14, 2016.

3. Project Funding. Work under this Agreement will be funded in part through the Oregon Department of Transportation Fund Exchange Program. This Agreement is subject to the terms and conditions of that agreement, which is attached hereto and incorporated herein by this reference.

4. Contract Documents. The following exhibits are attached hereto and are incorporated herein by this reference:

   Exhibit A- Contractor's Proposal, as revised by Revised Bid Schedule
   Exhibit B- Invitation to Bid (ITB), including the following exhibits:
   - **Exhibit 1** – Prevailing Wage Rates
   - **Exhibit 2**- Environmental and Natural Resources Laws

   This Agreement and its exhibits constitute the Contract Documents and shall be interpreted in a manner that gives effect to all terms. In the event of conflict, this Agreement shall control, followed by Exhibit B, followed by Exhibit A.

5. Contractor's Services. Contractor agrees to provide the services described in the ITB, and as proposed in Contractor's Bid, as revised.

6. Consideration. Owner shall pay Contractor $637,210.00, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise agreed to in writing by the parties, payments shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state sources. In the event sufficient funds shall not be appropriated, and/or received by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement without penalty in accordance with Section 20 of this Agreement.

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

   For the Owner: For the Contractor:

Tristan Wood, Engineering Coord.
Road Department
Columbia County
1054 Oregon St.
St. Helens, OR 97051

Jeff Herriford, Project Manager
Lakeside Industries, Inc.
500 Tennant Way
Longview, WA 98632

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

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued there under, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.

10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.

11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 120 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.

12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within

the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excluded from the above requirements.

13. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

    A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

    B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

    C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

14. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

    A. Contractor shall:

        (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

        (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(5) Demonstrate that an employee drug testing program is in place.

B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the proper officer or officers representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within 30 days after receipt of payment from the Owner, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

C. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor and any employer under this Agreement must give notice in writing to employees who work under this Agreement, either at the time of hire or before

commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that the employees may be required to work.

D. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

E. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

F. Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by Owner under this Agreement; and

(2) An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be:

(a) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(b) Computed at the rate specified in ORS 279C.515(2).

G. Contractor shall include in each of Contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection F of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

H. The clauses required by subsections F and G of this section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10).

I. The specifications to this Agreement include the prevailing rate of wage that must be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage.

J. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

K. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

15. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontract.

16. Assignment; Subcontracts. Contractor shall not assign, subcontractor delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.

17. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.

18. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the Contractor or Contractor's officers, employees, subcontractors, or agents under this Agreement. Contractor shall cause all subcontractors to indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of Owner, its officers, agents or employees.

19. Insurance.

A. Contractor shall purchase and maintain, and shall require its subcontractors to purchase and maintain, for the entire period that work is performed under this Agreement the following policies of insurance to protect Owner and its officers, agents and employees, and the Oregon Judicial Department and its officers, agents and employees:

(1) Commercial general liability insurance coverage from an insurance company authorized to do business in Oregon in an amount not less than $2,000,000 per occurrence for bodily injury and property damage.

(2) Automobile liability insurance covering each automobile utilized in the performance of this Agreement from an insurance company authorized to do business in Oregon in an amount not less than $2,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

(4) Environmental liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury and property damage.

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

C. All of Contractor's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County and the Oregon Judicial Department

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

A. If Contractor fails to perform the work in a manner satisfactory to Owner.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

21. Time of the Essence. The parties agree that time is of the essence in this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of the Contractor to perform work on time is a material breach of this Agreement.

22. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

23. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

24. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

25. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

26. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.

27. Third Party Beneficiaries. The Oregon Judicial Department is a third party beneficiary to this Agreement. There are no other third party beneficiaries.

28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CONTRACTOR:

By:_____

Title:_____

Date:_____

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

Approved as to form by

By:_____
Office of County Counsel

REVISED BID SCHEDULE

Contractor's bid schedule is revised to reflect new totals for additional work, which includes extending Scappoose-Vernonia Hwy overlay to MP 12.2 and adding 2" overlay on Apiary Road from MP 18 to 19.2.

ITEM	BID ITEM DESCRIPTION	REVISED TOTAL
1	Mobilization	$12,000.00
2	Temp Work Zone Traffic	$43,000.00
3	Earthwork Grading	$2,200.00
4	Cold Plan Ends	$5,900.00
5	Cold Plan Removal	$10,770.00
6	Tack	$15.00
7	Level 2 Pre Level	$10,000.00
8	Level 2 Leveling	$215,150.00
9	Level 2 Surface	$291,525.00
10	Extra for Approaches	$7,700.00
11	Shoulder Aggregate	$39,950.00
	TOTAL	**$637,210.00**

BID SCHEDULE

Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road MP 5.4 to 6.21

(Bid must be returned to Columbia County Road Department by Tuesday August 16 at 2:00)

ITEM NO.		BID ITEM DESCRIPTION		QUANTITY		UNIT		UNIT PRICE		TOTAL
1		MOBILIZATION		ALL		LS		12000.00		12000.00
2		TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE		ALL		LS		23000.00		23000.00
3		EARTHWORK (Grading Shoulder on Scappoose – Vernonia Road)		ALL		LS		700.00		700.00
4		COLD PLANE PAVEMENT REMOVAL AT PROJECT ENDS (1 ½" – 0)		540		SY		5.00		2700.00
5		COLD PLANE PAVEMENT REMOVAL, 4 INCHES DEEP		3590		SY		3.00		10770.00
6		EMULSIFIED ASPHALT TACK COAT		15		TON		1.00		15.00
7		LEVEL 2, 1/2 INCH DENSE HMAC IN PRELEVEL		100		TON		100.00		10000.00
8		LEVEL 2, 1/2 INCH DENSE HMAC IN LEVELING COURSE AND INLAY		2400		TON		65.00		156000.00
9		LEVEL 2, 1/2 INCH DENSE HMAC IN SURFACE COURSE		1675		TON		65.00		108875.00
9		EXTRA FOR ASPHALT APPROACHES		17		EA		350.00		5950.00
10		SHOULDER AGGREGATE		500		TON		38.00		19000.00

Total $349,010.00

Remarks (attach additional sheets if necessary):

DATED: 8/15/16

BIDDER: LAKESIDE INDUSTRIES INC.
(Business Name)

BUSINESS ADDRESS: 500 TENNANT WAY LONGVIEW, WA 98632
PO BOX 576 LONGVIEW, WA 98632

BY: _____
(Signature of Authorized Representative)

Name: JEFF HERRIFORD
(Printed Name of Signator)

Title: PROJECT MANAGER

Phone: 360 423 6882 Fax: 360 423 1969

BY: _____
(Signature of Second Representative if required)

Name: Tim Salberg
(Printed Name of Signator)

Title: Division Manager

Federal Tax I.D. No.: 91-0751657
(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: _____

_____ Phone: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: **Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road Overlay MP 5.4 to 6.21**

BID CLOSING: Date: **Tuesday August 16th, 2016** **Time: 2:00 p.m. Pacific Time**

This form must be submitted at the location specified in the Invitation to Bid on bid closing date and within two working hours after the advertised bid closing.

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

(a) 5% of the project bid, but at least $15,000.00; or
(b) $350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

(a) The subcontractor's name;
(b) The category of work that the subcontractor would be performing; and
(c) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the form, below. THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) TFT CONSTRUCTION	$ 9,500	GRINDING
2)	$	
3)	$	
4)	$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): LAKESIDE INDUSTRIES

Contact name: JEFF HERRIFORD Phone no.: 360.423.6882

COLUMBIA COUNTY PUBLIC WORKS DEPARTMENT
1054 Oregon Street
St. Helens, OR 97051
Ph: 503-397-5090 Fax: 503-397-7215

CONTRACT DOCUMENTS

for

Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road Overlay MP 5.4 to 6.21

Contents:

* Invitation to Bid
* Instructions to Bidders
* Bid Form
* Bid Schedule
* First-tier Subcontractor Disclosure Form
* Special Provisions
* Specifications
* Oregon Bid Bond
* Oregon Performance and Payment Bonds
* Exhibit 1: Prevailing Wage Rates for Oregon Public Works Contracts
* Exhibit 2: Environmental and Natural Resources Laws; Remedies
* Exhibit 3: Sample Construction Contract
*Drawings

BID DEADLINE FOR SUBMITTAL: Tuesday August 16, 2016 2:00 PM
Columbia County Public Works Department Office

BID OPENING: Tuesday August 16, 2016 2:00 PM
Columbia County Public Works Department Office

Board of Commissioners for Columbia County:
Anthony Hyde, Chairperson
Henry Heimuller
Earl Fisher

Director of Public Works: David A. Hill, PE

INVITATION TO BID

Notice is hereby given that Columbia County by and through its Road Department intends to contract for the overlay of .68 miles of Scappoose Vernonia Highway and .81 miles of Apiary Road. The contract documents (including special provisions and specifications) are available at the Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon, 97051; phone 503-397-5090.

The contractor shall furnish labor, materials and equipment necessary for completion in accordance with the specifications. The work consists of 3590 sy cold plane pavement removal , 4 inches deep, 4175 ton Level 2, ½ inch dense HMAC and 500 ton shoulder rock in accordance with the specifications. Bids for the work described will be received in the office of the Engineering Project Coordinator, Tristan Wood, at 1054 Oregon Street, St. Helens, Oregon, 97051, no later than 2:00 p.m. Tuesday August 16th, 2016. Bids received after this date and time will be returned unopened. Bids will be opened at 2:00 PDT on August 16th, 2016, at the above address. The County Public Works date/time clock will be the designated time recording device for recording receipt of bids. Contractor shall submit a list of first-tier subcontractors within two (2) hours following Bid Opening. Construction must be complete by October 14, 2016.

The contract is for a public works subject to ORS 279C.800 to 279C.870. Prequalification applications subject to ORS 279C.430 are not required.

PUBLICATION:	The Chronicle:	August 3, 2016
	Daily Journal of Commerce:	July 29th and August 1, 2016

INSTRUCTIONS TO BIDDERS

SECTION 1. WORK TO BE DONE

The Columbia County Road Department intends to contract for the overlay of Scappoose-Vernonia Hwy MP 10.69 to 11.37 and Apiary Road MP 5.40 to 6.21 per the attached specifications and drawings. The following summarizes the work included and shall be used for information only. All work shall be done according to the contract documents.

1. Grade existing shoulders on Scappoose – Vernonia Road to a depth of 2 ½ inches and a width of 14 inches to provide for minor lane widening.
2. Cold plane pavement removal at all project ends, and cold plane pavement removal (4 inches deep) on one lane of Apiary Road. Place the ground asphalt at the property of Columbia County along Apiary Road. Ground asphalt shall remain the property of Columbia County.
3. Broom both lanes and shoulders to remove loose gravel and other debris.
4. Apply asphalt emulsion tack coat over all road surfaces, including between lifts.
5. Place pre-level HMAC at 3 designated locations on Scappoose – Vernonia Road.
6. Place two layers of ½ inch dense level 2 HMAC in the cold-planed section.
7. Place 1½ inch leveling course of ½ inch dense level 2 HMAC.
8. Place 1½ inch surface course of ½ inch level 2 HMAC.
9. Construct asphalt tapers over existing driveways to a distance of 3 feet for gravel driveways and 6 feet for asphalt driveways.
10. Place reflective temporary yellow marking tape on centerline.
11. Place shoulder aggregate to eliminate abrupt edge.
12. Provide all needed traffic control.
13. Submit results of asphalt compaction and gradation tests to the County

The contract shall provide for the execution and completion in every detail of the work described herein. Except as otherwise specified, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete the work to be done under the contract according to the Specifications. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner. Specifications for the project are attached and may also be reviewed at the Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon 97051.

SECTION 2. LOCATION OF SITE

Scappoose-Vernonia Hwy MP 10.69 to 11.37
and Apiary Road MP 5.40 to 6.21

SECTION 3. PROJECT INFORMATION

Additional information pertaining to this project may be obtained from Tristan Wood, Engineering Project Coordinator, Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon 97051. Phone: 503-397-5090 Fax: 503-397-7215. Plans and specifications may be reviewed at the Columbia County Public Works Department.

SECTION 4. TIME AND PLACE OF RECEIVING AND OPENING BIDS

Bids for the work described above will be received by Tristan Wood, Engineering Project Coordinator (or his designee) at the Road Department Office at 1054 Oregon Street, St. Helens, Oregon 97051 until **Tuesday August 16th, 2016 PDT.** Bids will be publicly opened and read at 2:00 p.m. PDT that day in the office of the Road Department. Tristan Wood, Engineering Project Coordinator, is the person designated for the receipt of Bids.

SECTION 5. FORM OF BID

All bids must be written in the space provided, either typed or in ink, on the Bid Form provided herein. No facsimile or other electronically submitted Bids will be accepted. The Bid is subject to and incorporates by reference all of the Contract Documents for this project. Bids must be signed by an authorized representative or representatives of the bidder. The Bid must be presented in sealed envelopes to the Office of the Road Department for Columbia County, Oregon, by the time stated and shall be marked with the words "BID FOR Scappoose-Vernonia Hwy and Apiary Road Overlay" or similar words. Bidders shall fill in all required information on the Bid Form and Bid Schedule included in the Bid Documents.

SECTION 6. PUBLIC WORKS CONTRACT

This project is a public works project and is subject to ORS 279C.800 through ORS 279C.870. No Bid will be considered unless the Bid contains a statement of compliance with ORS 279C.840 by the bidder. The existing State prevailing rates of wage that must be paid to workers in each trade or occupation by the successful Bidder and each Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract are attached as **Exhibit 1** to the Solicitation Documents. **Exhibit 1** also shows which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b). **A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The successful Bidder and any subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7) or (8).**

SECTION 7. ASBESTOS

A contractor or subcontractor need not be licensed under ORS 468A.720 to be eligible for the contract.

SECTION 8. CONSTRUCTION CONTRACTORS BOARD

No Bid shall be considered unless the Bidder is licensed by the Construction Contractors Board as required by ORS 701.035.

SECTION 9. NON-DISCRIMINATION CERTIFICATION

Each Bidder shall certify by Bid Form signature that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise, certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION 10. RESIDENT BIDDER

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120.

SECTION 11. ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES

Provisions concerning environmental and natural resources laws and remedies are attached hereto as **Exhibit 2**, and incorporated herein by this reference.

SECTION 12. BID SECURITY

Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security. The full amount of the Bid security shall be forfeited in the event the successful Bidder fails to execute a satisfactory Contract within ten (10) days following the date of receipt of the Contract prepared and made ready for execution by the Columbia County Counsel's office. The Bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the Bidder to execute the Contract and bonds. The Bid security of all unsuccessful Bidders shall be returned after the Contract is executed, when all Bids have been rejected, or when a Bid has been properly withdrawn as provided in Section 14, below. The County will return the Bid security of the successful Bidder after the Bidder executes the Contract and delivers a good and sufficient performance bond, a good and sufficient payment bond and proof of insurance.

SECTION 13. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF OFFERS

1. Modifications. A Bidder may modify its Bid in writing prior to the Bid Closing. A Bidder shall prepare and submit any modification to its Bid to the County in accordance with OAR 137-049-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder shall mark the submitted modification as follows:

    a. Bid modification; and
    b. Scappoose-Vernonia Hwy and Apiary Road Overlay

2. Withdrawals.

   a. A Bidder may withdraw its Bid by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to Tristan Wood, Engineering Project Coordinator, and received by the County prior to Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in person prior to Closing, upon presentation of appropriate identification and satisfactory evidence of authority.

   b. The County may release an unopened Bid withdrawn under 2(a), to the Bidder or its authorized representative, after voiding any date and time stamp mark.

   c. The Bidder shall mark the written request to withdraw a Bid as follows:
      i. Bid withdrawal; and
      ii. Scappoose-Vernonia Hwy and Apiary Road Overlay

SECTION 14. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Any Bid received after Closing is late. A Bidder's request for withdrawal or modification of a Bid received after Closing is late. The County will not consider late Bids, withdrawals, or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

SECTION 15. CONTRACT AWARD

After Bids are opened and a determination is made that a public improvement contract is to be awarded, the County shall award the contract to the lowest responsible Bidder. The Contract will be awarded as a whole to one Bidder. The Contract will be prepared by the Columbia County Counsel's office and will consist of duplicate originals, including a copy of the accepted Bid. The Contract will be delivered or made available to the successful Bidder for execution. Both copies of the Contract shall be signed by the Contractor and returned to the County within ten (10) calendar days of mailing, along with the required Certificates of Insurance and performance and payment bond for final approval, dating and execution by the County. The Contract will not be effective until finally approved, dated and executed by the County. After execution by the County, an originally signed copy of the Contract will be delivered or made available to the Contractor and the Bid security will be returned. Submission of a bid shall constitute an agreement to enter into the County's form of contract, a sample of which is attached hereto as **Exhibit 3** and incorporated herein by this reference.

SECTION 16. OFFER EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY

1. The County will be evaluating Bids on a unit price basis. The total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder for the purpose of comparing Bids.

2. If awarded, the County will award the Contract to the Responsible Bidder submitting the lowest Responsive Bid, provided that such Bidder is not listed by the Construction Contractors Board as being disqualified to hold a Public Improvement Contract, See ORS 279C.375(3)(a).

3. Bidders are required to demonstrate their ability to perform satisfactorily under a contract. Before awarding a contract, the County must have information that indicates that the Bidder meets the standards of responsibility. To be a Responsible Bidder, the County must determine that the Bidder:

   a. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
   b. Holds current licenses that businesses or service professionals operating in Oregon must hold in order to perform the work specified in the contract;
   c. Is covered by liability insurance and other insurance in the amounts the County requires in the Contract Documents;
   d. Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
   e. Has made the first-tier subcontractor disclosure, required by Section 23, below;
   f. Has a satisfactory record of contract performance. The County may review the Bidders' performance on both private and public contracts in determining the Bidders' record of contract performance;
   g. Has a satisfactory record of integrity. A Bidder may lack integrity if the County determines the Bidder demonstrates a lack of business ethics such as a violation of state environmental laws or false certifications made to a Contracting Agency. The County may find a Bidder not Responsible based on the lack of integrity of any person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor or successor person);
   h. Is qualified legally to contract with the County; and
   i. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the County concerning responsibility, the County will base the determination of responsibility upon any available information, or may find the Bidder not Responsible.

4. The County may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award:
   a. Demonstration, inspection or testing of a product prior to Award for characteristics such as compatibility, quality of workmanship;
   b. Examination of such elements as appearance or finish; or
   c. Other examinations to determine whether the product conforms to Specifications.

5. The County will seek information from a Bidder only to clarify the Bidder's Bid. Such clarification may not vary, contradict or supplement the Bid. A Bidder must submit written and signed clarifications and such clarifications will become part of the Bidder's Bid.

SECTION 17. PERFORMANCE SECURITY and PAYMENT SECURITY

The successful Bidder shall promptly acquire and deliver, along with the executed Contract, to the County a good and sufficient **performance bond**, subject to approval by the County, in a sum equal to 100% of the Contract price to secure faithful performance of the Contract. In lieu of a surety bond, the successful bidder may propose, and the County may permit, the bidder to submit a cashier's check, certified check or cash in the amount of 100% of the contract price. The performance bond must be solely for the protection of the County. The County may permit the successful Bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

The successful Bidder shall promptly acquire and deliver a **payment bond** in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the County and shall be in a form approved by the County.

SECTION 18. RIGHT TO WAIVE INFORMALITIES AND/OR REJECT BID PROPOSALS

The County reserves the right to waive minor informalities in the Bids received. The County may also reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under Section 16, above, and may reject for good cause any or all Bids upon a finding by the County that it is in the public interest to do so, in accordance with OAR 137-049-0440.

SECTION 19. ADDENDA

1. The County may change the solicitation by written Addenda. A Bidder shall provide Written acknowledgment of receipt of all issued Addenda with its Bid, unless the County otherwise specifies in the Addenda.

2. The County shall notify prospective Bidders of Addenda. The County will email addenda to all prospective bidders who have requested bids.

3. The County shall issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bids. The County may extend the Closing if the County determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the County shall not issue Addenda less than 72 hours before the Closing unless the Addendum extends the Closing.

4. Unless a different deadline is set forth in the Addendum, a Bidder may submit a written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the County's next business day after issuance of the Addendum, or up to the

last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever is later. The County shall consider only a Bidder's request for change or protest to the Addendum. The County shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Bidder submits the request for change or protest before the deadline for the County's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

SECTION 20. PROTEST PROCEDURES

An adversely affected or aggrieved Bidder may submit a written protest of the County's intent to award within 7 days after issuance of the notice of intent to award the contract. The Bidder's protest must be in writing and must specify the grounds upon which the protest is based. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for award of the contract as the responsible Bidder submitting the lowest Responsive Bid and is next in line for award, in accordance with OAR 137-049-0450. The County will not consider a protest submitted after the time period for protests is up. The Board of County Commissioners, or its designee, may settle or resolve a written protest submitted in accordance with the requirements of this section. If a protest is not settled, the Board of County Commissioners, or its designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute. The successful Bidder shall promptly execute the Contact after the award is final. The County shall execute the Contract only after it has obtained all applicable required documents and approvals.

SECTION 22. PREPARATION COSTS

All costs associated with Bid preparation shall be at the Bidder's sole cost and expense.

SECTION 23. FIRST-TIER SUBCONTRACTOR DISCLOSURE

Within **two working hours** after the Bid Closing, all Bidders shall submit to the person authorized to receive bids, a first-tier subcontractor disclosure on the form provided, identifying any first-tier subcontractors that will be furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

(A) Five percent of the total Contract price, but at least $15,000; or
(B) $350,000, regardless of the percentage of the total Contract Price.

SECTION 24. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS

A. Clarification. Prior to the deadline for submitting a written request for change or protest, a Bidder may request that the County clarify any provision of the Solicitation Document. The County's clarification to a Bidder, whether orally or in writing, does not change the Solicitation Document and is not binding on the County unless the County amends the Solicitation Document by Addendum.

B. Request for Change. A Bidder may request in writing a change to the specifications or Contract terms and conditions. A Bidder must deliver the written request for change to the County not less than 10 days prior to Closing. The Request for Change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change. The Bidder shall mark the Request for Change with "Contract Provision Request for Change" and the Solicitation Document number.

C. Solicitation Protests. A Bidder may protest Specifications or Contract terms and conditions by delivering a Written Protest to the County not less than 10 days prior to Closing. The Protest shall include a detailed statement of the legal and factual grounds for the Protest, a description of the resulting prejudice to Bidder and a statement of the desired changes to the Contract terms and conditions, including Specifications. The Bidder shall mark the Protest with "Contract Provision Protest **Scappoose – Vernonia Road Overlay and Apiary Road Overlay Project" .**

EXHIBIT B

BID FORM

Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road Overlay MP 5.4 to 6.21

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.

2. The full legal name(s) of the bidder is _____
_____.

3. The only persons, firms, businesses or corporations interested in this Bid as principals are named as bidders above or as officers, partners, joint venturers or parties below.

4. This Bid is made without collusion with any person, firm, business or corporation other than those named herein.

5. The bidder has carefully examined the Contract Documents (consisting of the Invitation for Bids, Instructions to Bidders, Bid Form, Bid Schedule, First-Tier Subcontractor Disclosure Form, Sample Contract, Special Provisions, Specifications, Oregon Bid Bond, Oregon Performance and Payment Bonds, Environmental and Natural Resources Laws and Remedies, Drawings and Prevailing Wage Rates), and the site(s) of the proposed work.

6. The bidder understands and agrees that this Bid is subject to all of the terms and conditions of the Contract Documents, and any addenda thereto, and the same are incorporated herein by this reference.

7. If this Bid is accepted, bidder will: a) execute the County's approved form of Contract; b) provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all of the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.

8. If this Bid is accepted and the bidder fails to or neglect to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from the County the Contract prepared and ready for execution, the County may, at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to the next lowest responsible bidder.

9. The Bidder will make all the payments to workers, suppliers and agencies required under the Contract in the manner described in the Contract Documents; the bidder will comply with all other applicable provisions of Oregon Law, Columbia County Ordinances and rules relating to public contracting including the provisions of ORS 279C.840 and the Davis Bacon Act (40 USC 276a), if applicable.

10. The bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made, is a(n): **individual / sole proprietorship / partnership / corporation / other** _____(mark out all but correct title).

EXHIBIT B

11. The names, addresses, titles and phone numbers of the president, secretary - treasurer and manager of the bidding corporation or names, addresses, titles and phone numbers of all officers, partners, joint venturers or other parties interested in this Bid are as follows:

1. Name: _____ Title: _____

   Address: _____
   _____ Phone:_____

2. Name: _____ Title: _____

   Address: _____
   _____ Phone:_____

3. Name: _____ Title: _____

   Address: _____
   _____ Phone:_____

(Attach additional sheets if necessary.)

12. The undersigned Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts. Failure of a Bidder not to so discriminate shall be grounds for disqualification.

13. Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security.

14. The Bidder's Bid is as shown in the following bid schedule:

EXHIBIT B

BID SCHEDULE

Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road MP 5.4 to 6.21

(Bid must be returned to Columbia County Road Department by Tuesday August 16 at 2:00)

ITEM NO.		BID ITEM DESCRIPTION		QUANTITY		UNIT		UNIT PRICE		TOTAL
1		MOBILIZATION		ALL		LS				
2		TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE		ALL		LS				
3		EARTHWORK (Grading Shoulder on Scappoose – Vernonia Road)		ALL		LS				
4		COLD PLANE PAVEMENT REMOVAL AT PROJECT ENDS (1 ½" – 0)		540		SY				
5		COLD PLANE PAVEMENT REMOVAL, 4 INCHES DEEP		3590		SY				
6		EMULSIFIED ASPHALT TACK COAT		15		TON				
7		LEVEL 2, 1/2 INCH DENSE HMAC IN PRELEVEL		100		TON				
8		LEVEL 2, 1/2 INCH DENSE HMAC IN LEVELING COURSE AND INLAY		2400		TON				
9		LEVEL 2, 1/2 INCH DENSE HMAC IN SURFACE COURSE		1675		TON				
9		EXTRA FOR ASPHALT APPROACHES		17		EA				
10		SHOULDER AGGREGATE		500		TON				

Total _____

EXHIBIT B

Remarks (attach additional sheets if necessary):

_____

_____

_____

DATED: _____

BIDDER: _____
(Business Name)

BUSINESS ADDRESS: _____

_____

BY: _____
(Signature of Authorized Representative)

Name:_____
(Printed Name of Signator)

Title:_____

Phone: _____Fax: _____

BY:_____
(Signature of Second Representative if required)

Name:_____
(Printed Name of Signator)

Title: _____

Federal Tax I.D. No.: _____
(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: _____

_____ Phone:_____

EXHIBIT B

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: **Scappoose-Vernonia Hwy Overlay MP 10.69 to 11.37 and Apiary Road Overlay MP 5.4 to 6.21**

BID CLOSING: Date: **Tuesday August 16th, 2016** **Time: 2:00 p.m. Pacific Time**

This form must be submitted at the location specified in the Invitation to Bid on bid closing date and within two working hours after the advertised bid closing.

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

(a) 5% of the project bid, but at least $15,000.00; or
(b) $350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

(a) The subcontractor's name;
(b) The category of work that the subcontractor would be performing; and
(c) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the form, below. THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1)_____	$ _____	_____
2)_____	$ _____	_____
3)_____	$ _____	_____
4)_____	$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):_____

Contact name: _____Phone no.: _____

SPECIAL PROVISIONS

SECTION 1. STANDARD OF WORKMANSHIP

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

SECTION 2. MATERIALS

The materials used in this Contract shall meet or exceed those stated in the Specifications. Prior written approval by the County Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COUNTY in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

SECTION 4. ORDER AND PROGRESS OF WORK

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

SECTION 5. SCOPE OF WORK.

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

SECTION 6. COMMENCEMENT OF WORK

Upon award of the Contract by COUNTY, the CONTRACTOR shall furnish COUNTY the following:

a. Duplicate originals of this Contract duly executed by CONTRACTOR.

b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.

c. A list of proposed subcontractors, if any, subject to County approval pursuant to Section 18 below.

d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7,14, 22 of the Contract.

Upon receipt of the above, the COUNTY will determine whether to approve the Contract. No work shall commence until the COUNTY has approved, dated and executed the duplicate original Contracts and authorized CONTRACTOR to begin work. The COUNTY shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

SECTION 7. INSURANCE and INDEMNIFICATION.

CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, comprehensive general liability insurance coverage from an insurance company authorized to do business in Oregon. The policy shall name Columbia County, its officers, agents and employees as additional named insured. The insurance limits shall be not less than $2,000,000 million per occurrence for bodily injury and property damage.

CONTRACTOR, and any subcontractors shall secure and maintain during the entire course of this Contract, and any extension hereof, liability insurance covering each automobile utilized in performance of the agreement from an insurance company authorized to do business in the State of Oregon. The policy shall name Columbia County, its officers, agents and employees as additional named insured. Unless otherwise provided in the Special Provisions, the insurance limits shall be not less than $2,000,000 million per occurrence for bodily injury and property damage.

CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, workers' compensation insurance from an insurance company authorized to do business in the State of Oregon. CONTRACTOR shall carry on work to be done under this Contract in accordance with the Workers' Compensation and Employer's liability laws of the State of Oregon during the effective period of this Contract.

Prior to commencing work, the CONTRACTOR, and any subcontractors, shall furnish certificates of insurance, including workers' compensation insurance, as evidence of the insurance coverage required by this Contract. CONTRACTOR and any subcontractors shall also submit additional insured endorsements naming Columbia County, its officers, agents and employees as additional named insured. The insuring company or companies shall agree on the certificate or an attachment thereto that COUNTY shall be given at least thirty (30) days prior written notice of cancellation, non-renewal or a material change of the insurance.

CONTRACTOR shall indemnify, defend, save, and hold harmless COUNTY, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the CONTRACTOR or CONTRACTOR'S officers, employees, subcontractors, or agents under this Agreement. CONTRACTOR shall cause all subcontractors to indemnify, defend, save, and hold harmless COUNTY, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of COUNTY, its officers, agents or employees.

SECTION 8. INSPECTION

This Contract is to be executed under the supervision of the County Representative, who will act under instruction of the Board of County Commissioners. The County Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the County Representative. The County Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the County Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the County Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the County Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The County Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

SECTION 9. ALTERATIONS IN DETAIL

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

SECTION 10. DISCHARGE OF EMPLOYEES.

Any employee of the CONTRACTOR whose work is unsatisfactory to the County Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the County Representative.

SECTION 11. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the public must be provided for as far as practical.

SECTION 12. PROTECTION OF PROPERTY AND PERSONS

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the County Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.

2. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COUNTY'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COUNTY.

3. The CONTRACTOR shall protect from damage to all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

SECTION 13. CLEANING UP

The CONTRACTOR shall remove all debris and excess materials from the work site.
Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work, and shall leave the work site in a neat and orderly condition to the satisfaction of the County Representative.

SECTION 14. EXTENSION OF TIME

With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COUNTY to extend the original time limit. If the COUNTY agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.

2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.

3. Periods when the work is temporarily suspended upon written order of the County Representative.

SECTION 15. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COUNTY within thirty (30) days after the event.

SECTION 16. CAUSES BEYOND CONTROL.

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control" as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public, authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

SECTION 17. DEFAULT

If at any time the CONTRACTOR shall violate any of the provisions of this Contract, or shall neglect or refuse to prosecute the work with reasonable diligence, or should refuse or neglect to perform the work according to the Contract Documents, COUNTY may give CONTRACTOR a written notice setting forth with reasonable particularity the default, deficiency or failure to comply with the Contract or this clause. In addition, the COUNTY may suspend any further operations of CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to correct such deficiency within a period of ten (10) calendar days after receipt of such notice, or, in the event corrective work shall take a longer period of time, to begin corrective measures within ten (10) calendar days and proceed thereafter with due diligence, the CONTRACTOR shall be in default. COUNTY shall thereafter have the right, without further notice to the CONTRACTOR, and without voiding the Contract to take possession of all materials, to complete work, and to charge the cost of so doing against CONTRACTOR. Should the unpaid balance of the contract price exceed the expense of finishing the project, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expenses shall exceed the balance due the CONTRACTOR, CONTRACTOR and Surety on its bond provided for herein agree to pay the excess to COUNTY.

The determination by the County Representative of a question as to whether any of the terms of the Contract or Specifications have been violated, or have not been performed satisfactorily, shall be appealable to the Board of County Commissioners whose decision shall be conclusive upon the CONTRACTOR and his or her surety, and any and all other parties who may have any interest in the Contract or any portion thereof.

The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

SECTION 18. SUBCONTRACTING

No portion of the Contract shall be sublet, subcontracted or performed by others than the CONTRACTOR'S own organization except with the written consent of the COUNTY. Requests for permission to sublet or subcontract any portion of the Contract or to have any of the work performed by others than his/her own organization shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The CONTRACTOR shall perform with his/her own organization contract work amounting to not less than fifty (50%) percent of the amount of the Contract as awarded. The term "CONTRACTOR'S OWN ORGANIZATION" shall be construed to include only workers employed and paid directly by CONTRACTOR and equipment owned or rented by him/her. The CONTRACTOR shall prior to commencing work, notify the County Representative in writing of the names of any subcontractors and supplier of materials for the project. If subcontractors are to be used on this Contract, such subcontractors shall be bound by all of the provisions of this Contract including the requirement to supply certificates of insurance as provided in Section 7 (above). Other subcontracting provisions are found in ORS 279C.370 and are listed below.

SECTION 19. LIABILITY OF PUBLIC OFFICIALS.

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia County Board of Commissioners, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COUNTY, it always being understood that in such matters they act solely as agents and representatives of Columbia County.

SECTION 20. LAWS, REGULATIONS AND ORDERS.

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia County Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

SECTION 21. SUSPENSION OF ACTIVITIES

COUNTY shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COUNTY may deem necessary to protect the public interest.

SECTION 22. ADVANCE PAYMENTS TO CONTRACTOR.

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COUNTY may make such payment, if in the sole opinion of COUNTY the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

SECTION 23. NON-DISCRIMINATION.

The CONTRACTOR shall comply with the provisions of Chapter 659, Oregon Revised Statutes, which prohibits unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age, or because of an expunged juvenile record. Particular reference is made to ORS 659.030 which states that it is an unlawful employment practice for an employer, because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older, or because of an expunged juvenile record, to refuse to hire or employ, or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

SECTION 24. LIQUIDATED DAMAGES.

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COUNTY as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COUNTY, CONTRACTOR shall become liable for and pay to the COUNTY as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be **$500 per day** for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COUNTY, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

SECTION 25. TIME OF ESSENCE.

Conclusion of all work must be complete by October 14th, 2016, or 45 calendar days after notice of award of contract, whichever is later.

SPECIFICATIONS

APPLICABLE STANDARD SPECIFICATIONS

References to the Standard Specifications which are applicable to the work on this project are contained in the 2015 edition of the "Oregon Standard Specifications for Construction, Oregon Department of Transportation."

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.05 Cooperative Arrangements – Delete this subsection.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contactor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;

- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

00150.50(e) Notification - Add the following paragraph to the end of this subsection:

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment - Add the following bullet to the end of the bullet list:

- The Contractor shall restrict the combined weights of construction vehicles, equipment, and materials on bridges according to 00220.45.

00150.70 Detrimental Operations - Replace the paragraph that begins "The Contractor shall avoid…" with the following paragraph:

The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (also see 00150.60, 00150.75, and Section 00170)

00150.80 Removal of Unacceptable and Unauthorized Work - Replace the paragraphs that begin "The Agency will not pay…" and "If, when ordered by…" with the following two paragraphs:

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Comprehensive General Liability	$2,000,000	$3,000,000
Automobile Liability	$2,000,000	
Environmental Liability	$1,000,000	

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Columbia County and its officers, agents, and employees

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Columbia County and its officers, agents, and employees

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.20 Subcontracting Limitations - Replace this subsection, except for the subsection number and title, with the following:

(a) General - The Contractor's own organization shall perform Work amounting to at least 50% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of materials, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service.

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including without limitation subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - For all truck hauling of materials not performed with trucks owned and operated by the Contractor. This Section does not apply to delivery of materials by or for or from a Supplier.

(1) Trucking Services Agreement - The Contractor shall submit at the pre-construction meeting one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower tier clause. (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board. (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4) or (9) or has elected to not file a bond under ORS 279C.836 (7) or (8) or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions including without limitation Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling materials not provided by trucks owned and operated by the Contractor except for committed DBE's that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling materials prior to the trucking services provider doing any work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 days after the trucking services provider for hauling materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including without limitation 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of work or service. If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(e) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by

the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of contract award.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
In-water Work Restrictions	00290.34(a)

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type…" add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type B schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following paragraph to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e-1) Lane Restrictions – Replace this section with the following:

One-way traffic may be used with the following requirements:

- Certified flaggers are located at each end of the one lane section.
- Certified flaggers maintain radio communication or can visually see the entire length of the one-lane section, or a pilot car shall be provided.
- Do not stop traffic on project for longer than 20 minutes at one time.
- One traffic lane shall be open at all times, except with written approval by the Agency and an approved detour plan in place.

00220.60(b-3) Suspensions Due to Winter Shutdown - Provide maintainable traffic lanes for each direction of traffic. In addition:

- Do not leave abrupt edges.
- Remove or cover temporary construction signs unless otherwise directed.
- Install all necessary channelization and pavement markings, as directed.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.00 Scope. Add the following: This project requires the contractor to place **double yellow temporary reflective marking tape on centerline**. Two parallel pieces (4 inches apart) 4 inches in width and one foot in length on 25 foot centers for the length of the project on the surface lift of paving, immediately after paving the surface lift and prior to opening up the pavement to traffic without flaggers. No separate measurement or payment for the centerline marking tape shall be made.

00225.02 General Requirements - In the paragraph that begins "Work may be suspended…", replace the sentence that begins "Costs for work performed…" with the following sentence:

Costs for work performed by the Agency may be deducted from monies due the Contractor.

00225.10 General - In the paragraph that begins "Evaluate the condition…", replace the first sentence with the following sentence:

Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled "Quality Guidelines for Temporary Traffic Control Devices and Features", available from the ATSSA website at www.atssa.com.

00225.11(c-1) Temporary Signs - Replace the bullet that begins "Type 2 riprap geotextile…" with the following bullet:

- Geotextile fabric

00225.17 Flagger Station Lighting - Add the following paragraph to the end of this subsection:

In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

00225.41(b-4) Temporary Sign Supports - Replace the bullet that begins "Do not tip over TSS…" with the following bullet:

- Do not tip over any TSS that is exposed to traffic, unless approved by the Engineer or the TSS is protected from traffic by a barrier system.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.

- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) Turbidity Monitoring - Perform turbidity monitoring when working in regulated work areas according to the following:

- Turbidity monitoring shall be conducted and recorded as described below. Monitoring shall occur each day during daylight hours when in-water work is being conducted. A properly and regularly calibrated turbidimeter is recommended, however, visual gauging is acceptable.
    - Representative Background Point: a sample or observation must be taken every four hours at a relatively undisturbed area approximately 100 feet upcurrent from in-water disturbance to establish background turbidity levels for each monitoring cycle. Background turbidity, location, date, and time must be recorded prior to monitoring downcurrent.
    - Compliance Point: Monitoring shall occur every four hours approximately 100 feet down current from the point of discharge and be compared against the background measurement or observation. The turbidity,location, date, and time must be recorded for each sample.
- When monitoring visually, turbidity that is visible over background is considered an exceedance of the standard.
- If an exceedance over the background level occurs, the applicant must modify the activity and continue to monitor every four hours or as appropriate (above). If an exceedance over the background level continues after the second monitoring interval, the activity must stop until the turbidity levels return to background. If, however; turbidity levels return to background at second monitoring level due to implementation of BMPs or natural attenuation, work may continue with appropriate monitoring as above.
- If an exceedance occurs at: 50 NTU or more over background; 30 NTU over background for 2 hours; or 5-29 NTU over background for 8 hours, the activity must stop immediately for the remainder of that 24-hour period.

Document all turbidity monitoring results including date, time, and location on the Agency provided form or another form approved by the Agency. Submit reports to the Engineer weekly when working in regulated work areas and keep copies of the reports at the project site.

Copies of daily logs for turbidity monitoring shall be available to DEQ, USACE, NMFS, USFWS, and ODFW upon request. The log must include: background NTUs or observation, compliance point NTUs or observation, comparison of the points in NTUs or observations, and location, time, date, and tidal stage (if applicable) for each reading. Additionally, a narrative must be prepared discussing all exceedances with subsequent monitoring, actions taken, and the effectiveness of the actions.

If work activities violate permit conditions or cause water quality violations which may endanger the health of aquatic life or environment, stop all in-water work activities and notify the Engineer. Submit a written report of violations to the Engineer within 5 Calendar Days of violation.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Meet with the Project Manager and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

00290.34(b) Prohibited Operations - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

- Blast underwater.
- Use water jetting.
- Release petroleum products or chemicals in the water.
- Disturb spawning beds.
- Obstruct stream channels.
- Cause silting or sedimentation of waters of the State or waters of the U.S.
- Use treated timbers within the regulated work area.
- Impede adult and juvenile fish passage, including intermittent streams.
- Allow entry within the Regulated Work Area.
- Allow equipment to enter or work in or on the water.

Add the following subsection:

00290.34(c) Aquatic Species Protection Measures Required by Environmental Permits:

(1) General Requirements:

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Prior to construction, a survey for native frog species shall be conducted. If any native frog species are found during construction activities, notify Agency immediately.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

(2) Work Area Isolation - Provide work isolation according to Section 00245. Provide safe passage around or through the isolated work area for adult and juvenile migratory fish unless passage did not previously exist.

(3) Water Intake Screening - Install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27% open area and meeting the following requirements:

- Perforated plate openings shall be 3/32 inch or smaller.
- Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
- Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Choose size and position of screens to meet the following criteria:

Type	Approach Velocity [1] (Ft./Sec.)	Sweeping Velocity [2] (Ft./Sec.)	Wetted Area of Screen (Sq. Ft.)	Comments
Ditch Screen	≤ 0.4	Shall exceed approach velocity	Divide max. water flow rate (cfs) by 0.4 fps	If screen is longer than 4 feet, angle 45° or less to stream flow
Screen with proven self-cleaning system	≤ 0.4	–	Divide max. water flow rate (cfs) by 0.4 fps	–
Screen with no cleaning system other than manual	≤ 0.2	–	Divide max. water flow rate (cfs) by 0.2 fps	Pump rate 1 cfs or less

[1] Velocity perpendicular to screen face at a distance of approximately 3 inches
[2] Velocity parallel to screen

Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

(4) Site Restoration - Restore damaged streambanks to a natural slope, pattern, and profile suitable for establishment of permanent woody vegetation unless precluded by pre-project conditions (for example: natural rock substrate):

- Replant all damaged streambanks before the first April 15 following construction.
- If use of large wood, native topsoil, or native channel material is required for the site restoration according to the roadside development plans, stockpile all large wood, native vegetation, weed-free topsoil, and native channel material displaced by construction. Cut trees or large wood and trees into pieces of no less than 20 feet in length, or as shown on the roadside development plans or as directed. Stockpiled native wood and vegetation remain the property of the Agency.
- Stabilize all disturbed soils, including obliteration of temporary access roads, following any break in work unless construction will resume in 4 Calendar Days.

(5) Surface Water Diversions - Surface water may be diverted to meet construction needs other than work area isolation, consistent with Oregon law, only if water from sources that are already developed, such as

municipal supplies, small ponds, reservoirs, or tank trucks, is unavailable or inadequate, and meeting the following conditions:

- When alternative surface sources are available, divert from the stream with the greatest flow.
- Install, operate, and maintain a temporary fish screen.
- Do not exceed a pumping rate and volume of 10% of the available flow. For streams with less than 5 cubic feet per second, do not exceed drafting of 18,000 gallons per day. Do not use more than one pump for each site.

(6) Drilling, Boring, or Jacking - If drilling, boring, or jacking is used, the following conditions apply:

- Design, build, and maintain facilities to collect and treat all construction and drilling discharge water using the best available technology applicable to site conditions. Provide treatment to remove debris, nutrients, sediment, petroleum hydrocarbons, metals, and other pollutants likely to be present. An alternate to treatment is collection and proper disposal offsite.
- Isolate drilling operations from wetted stream to prevent drilling fluids from contacting waters of the state or waters of the U.S.
- Use casing to prevent loss of drilling fluid to the subsurface formation. Do not drill open hole.
- If it is necessary to drill through an over-water bridge deck, use containment measures to prevent drilling debris from entering the stream channel.
- If drilling fluid or waste is released to surface water, wetland or other sensitive environment, cease all drilling pending written approval from appropriate regulatory agencies through the Project Manager to resume drilling.
- Recover all waste and spoils if precipitation is falling or imminent. Recover, recycle, or dispose of all drilling fluids and waste to prevent entry into flowing water.
    - Recycle drilling fluids using a tank instead of drill recovery/recycling pits, whenever feasible.
    - When drilling is completed, make attempts to remove the remaining drilling fluid from the sleeve (for example: by pumping) to reduce turbidity when the sleeve is removed.

(7) Treated Wood - Treated wood includes any wood treated with any pesticide or wood preservatives. Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.

- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

(8) Ditch and Culvert Cleaning - Complete ditch cleaning, culvert and trash rack cleaning by working from the top of bank, unless work area isolation would result in less habitat disturbance.

- Do not work more than 20 feet upstream or downstream the culvert or trash rack.
- Remove only the minimum amount of wood, sediment, or other natural debris necessary to maintain the facility's function, without disturbing spawning gravel or changing the configuration of the original ditch, unless the new configuration is part of the project design.
- Place all large wood, cobbles, and gravels recovered from during culvert and trash rack cleaning downstream from the structure.
- Complete drift removal in the following priority, as directed:

  - Pull and release whole logs or trees downstream.
  - Pull whole logs and trees and place in the riparian area, as directed.
  - Remove whole logs or trees only if roadside development plans have been developed for replacement in-kind.
  - Pull, cut only as necessary, and release logs and trees downstream.

(9) Temporary Power, Communication and Water Lines - Before installing temporary power, communication, or water lines across streams or bodies of water, submit a proposed plan to the Engineer for approval. Do not begin installation before receiving approval from the Engineer. Proposed plans for installation of temporary power, communication, and water lines and stream crossings shall utilize the following design methods in the listed order of priority:

1. Aerial lines, including lines hung from existing bridges.

2. Directional drilling, boring and jacking that spans the channel migration zone and any associated wetland.

3. Trenching, which is restricted to intermittent streams and may only be used when the stream is naturally dry. For all sections of trenches below the ordinary high water line, backfill with native material and cap with clean gravel suitable for fish use in the project area.

Align each crossing as perpendicular to the watercourse as possible. For drilled, bored, or jacked crossings, ensure that the line is below the total scour prism. Return any large wood displaced by trenching or plowing as nearly as possible to its original position, or otherwise arranged to restore habitat functions.

(10) Injured Fish Notification - If a dead or injured fish is found in the project area, immediately notify the Agency. If the injured fish is in a location where further injury or stress may take place, attempt to move the fish to a safer location, if one is available, near the capture site while keeping the fish in the water and reducing its stress as much as possible. Do not disturb the fish after it has been moved. If the fish is dead or dies while being captured or moved, save the fish and any tags. The Agency will notify appropriate regulatory agencies about the injured or dead fish and provide additional direction to the Contractor.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference.

Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 through August 15 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

SECTION 330 – EARTHWORK

Replace section 330 – Earthwork in the Standard Specifications with the following:

00330.00 Scope. This work shall consist of blading to the shoulder (or milling and removing) existing material on the shoulders and adjacent to the existing asphalt pavement of Scappoose – Vernonia Road only, to provide a vertical edge along the existing road surface for minor road widening. The existing shoulder material shall be graded to a depth of 2 ½ inches below the existing asphalt road surface and to a width of 14 inches to allow for minor widening (12 inches on both sides) of the road surface. It is anticipated that a road grader with blade will use a 2 ½ inch by 14 inch bit attached to the blade to move the existing material further away from the existing road pavement. The relocated material may be used as new shoulder material.

The new vertical edge along the existing surface shall be made free of loose soil and aggregate but it is not intended to be as clean as a new sawcut. It is anticipated that hand labor will be required to remove additional loose material from the vertical edge. The existing road surface and edge must be broomed after earthwork is complete and prior to paving.

Additional compaction of the cut out section prior to paving, is not required. Asphalt may be placed in this cutout section during the placement of the leveling course of asphalt.

00330.90 Payment. Payment for completed work will be made lump sum for this earthwork.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 Cold Plane Pavement Removal modified as follows:

00620.00 Scope. Add the following: This work consists of cold plane pavement removal at project ends (4 ends) to a depth of 1 ½ inches at the ends feathered to zero depth at approximate distance of 50 feet on Scappoose – Vernonia Road and 60 feet on Apiary Road as directed by the engineer and as marked on the existing asphalt, per **Standard Drawing RD 610** attached.

The work also consists of cold plane pavement removal, 4 inches deep, on the northbound lane of Apiary Road for a length of 2700 feet and a width of 12 feet, as directed by the engineer and as marked on the asphalt.

00620.42 Disposal of Material. Add the following**: All asphalt grindings shall be placed at the rock pit owned by Columbia County at MP 3.5 on Apiary Road.** Columbia County shall provide a loader and operator to pile the asphalt grindings at the rock pit provided that the contractor gives the County Representative 48 hours notice. **All asphalt grindings shall remain the property of Columbia County.**

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows: Place tack coat on all surfaces prior to paving to include asphalt previously placed in this project.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.10 (c) Eliminate this section. Recycled Asphalt Shingles are not allowed on this project.

SECTION 749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 749 of the Standard Specifications modified as follows:

00749.00 Scope. Add the following: The scope of work for this project includes placing placing asphalt concrete on public road intersections and driveway approaches to a perpendicular distance from the edge of the surface course paved as follows: The three public road intersections shall be paved to a variable distance as marked on the ground. Paved driveway approaches shall be tapered away from the surface course to a distance of **six** feet. Gravel driveway approaches and timber access approaches shall be tapered away from the surface course to a distance of **three** feet.

EXHIBIT B

EXHIBIT B

OREGON BID BOND

BOND NO. _____

AMOUNT: $_____

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 _____,

hereinafter called the OBLIGEE, in the sum of _____

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

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL 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 Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void, if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages.

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

_____
PRINCIPAL
By _____
_____
SURETY
By _____
Attorney-in-Fact

EXHIBIT B

OREGON PERFORMANCE BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL BY THESE PRESENT, that _____
_____

as CONTRACTOR (Principal), and _____
_____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____
_____
_____

the OWNER (Obligee) herein, in the sum of _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County for _____

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

PROVIDED, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

Signed and sealed this ____ day of _____, 20____. _____ (SEAL)

_____
CONTRACTOR

_____
OWNER

_____,
SURETY

By _____

Approved as to Form: _____, 20____.

By _____
Attorney-In-Fact

EXHIBIT B

OREGON PAYMENT BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL BY THESE PRESENT, that _____
_____

as CONTRACTOR (Principal), and _____
_____

a corporation, duly authorized to do a general surety business in the State of Oregon, as SURETY,
are jointly and severally held and bound unto _____
_____
_____

the OWNER (Obligee) herein, in the sum of _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, _____

the CONTRACTOR entered into a certain Contract with Columbia County
for _____

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

PROVIDED, HOWEVER:

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

The SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

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

_____ (SEAL)

_____
CONTRACTOR

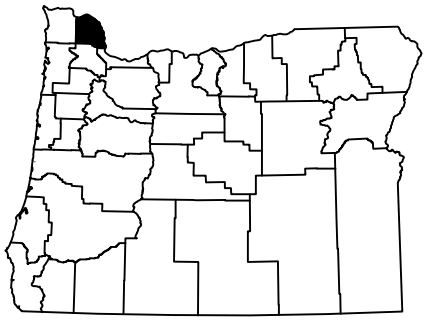
_____
SURETY

_____
OWNER

By _____

Approved as to Form: _____, 20____

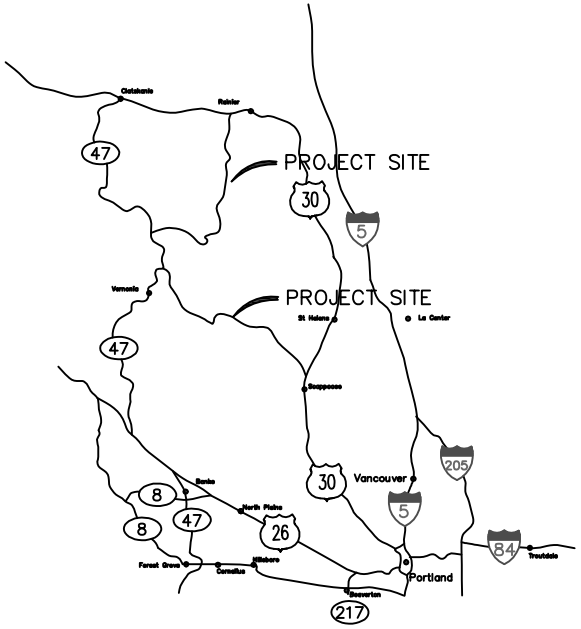
By _____
Attorney-In-Fact



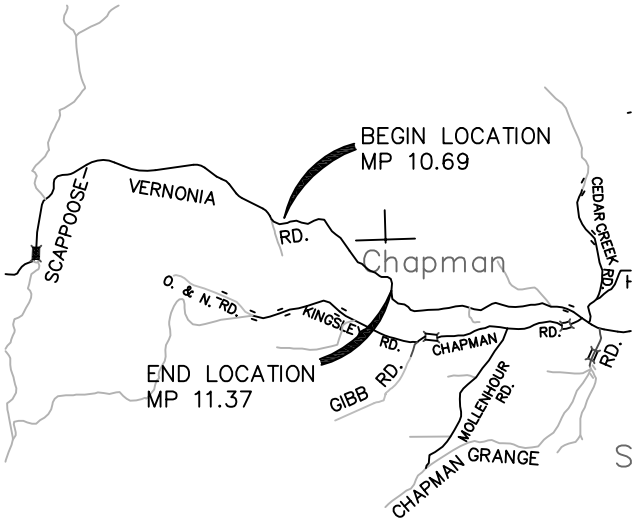
CONSTRUCTION DRAWINGS
COLUMBIA COUNTY ROAD DEPARTMENT
SCAPPOOSE–VERNONIA HWY OVERLAY 2016
MP 10.69 TO MP 11.37
APIARY ROAD OVERLAY 2016
MP 5.75 TO MP 6.56

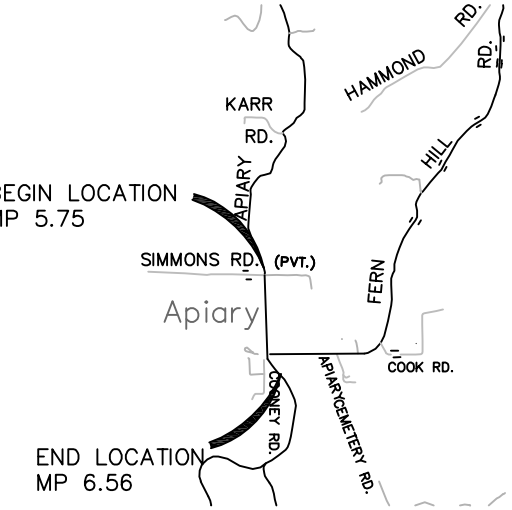
INDEX OF SHEETS

SHEET 1:	TITLE SHEET
SHEET 2:	SCAPPOOSE–VERNONIA
SHEET 3:	APIARY ROAD
RD 610:	ODOT STD DRAWING RD610



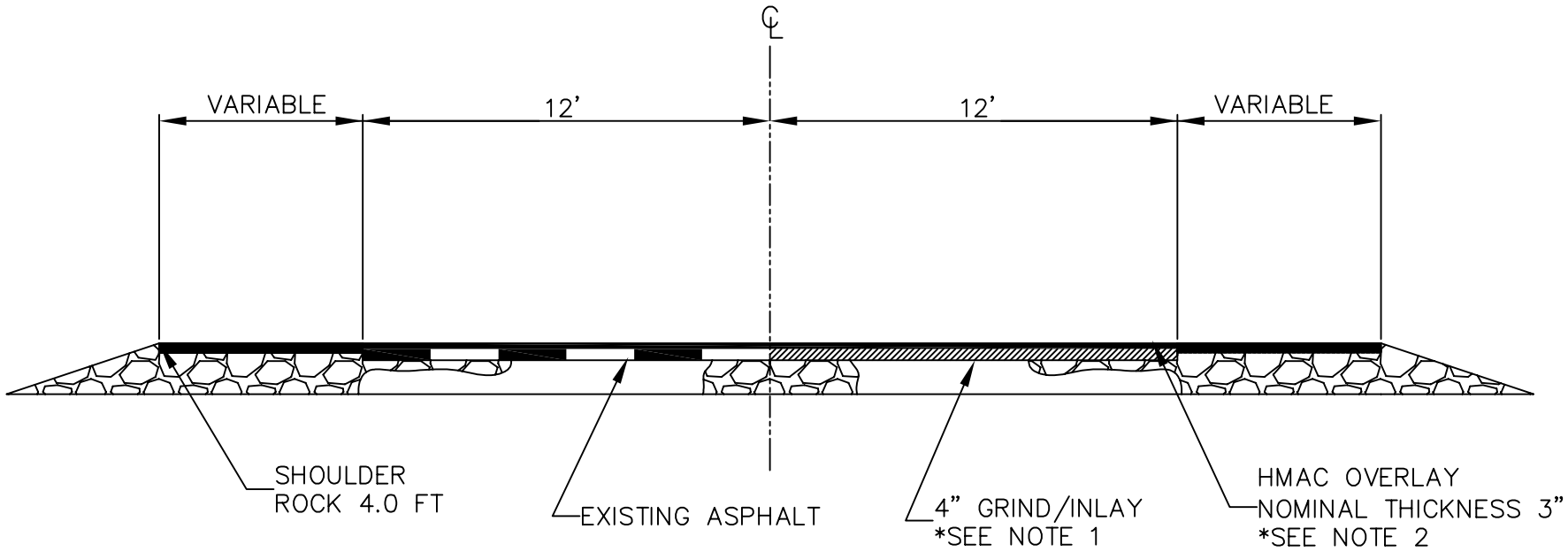
REGIONAL MAP
NOT TO SCALE





DRAFTER: TRISTAN WOOD CHECKER: GLEN CRINKLAW REVIEWER: DAVID HILL	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTED AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT. Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215	DATE JULY 2016	COLUMBIA COUNTY ROAD DEPT. 2016 HMAC OVERLAY TITLE PAGE, REGIONAL MAP, VICINITY MAP, LIST OF DRAWINGS	SHEET 1 OF 3 PROJECT NO.

APIARY ROAD OVERLAY
MP 5.75 – MP 6.56

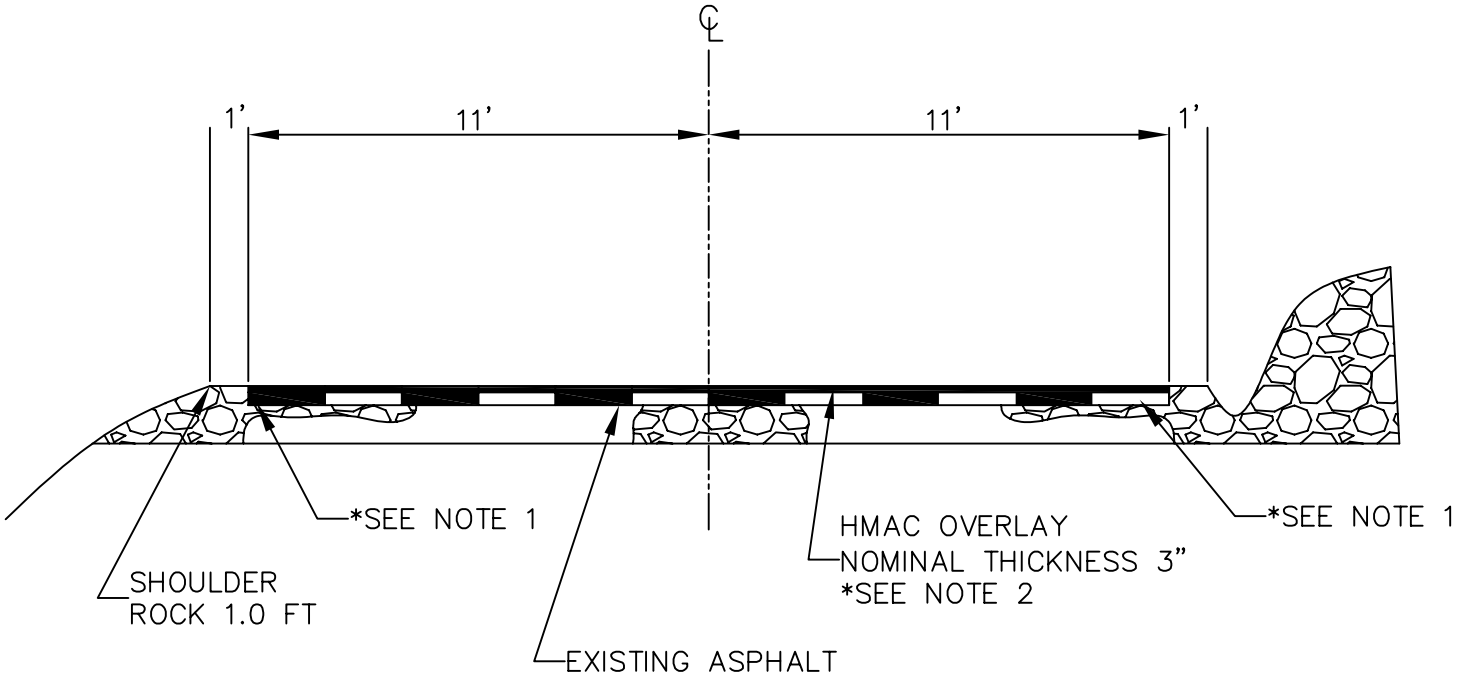


NOTE 1 – GRIND / HMAC LEVEL 2, ½" BASE COURSE
NOM. THKN. 4" 2 EQUAL LIFTS
MP 5.80 – 6.31

NOTE 2 – HMAC LEVEL 2, ½" WEARING COURSE
NOM. THKN. 3" 2 EQUAL LIFTS
MP 5.75 – 6.56
END TAPERS PER ODOT RD 610

DRAFTER: TRISTAN WOOD CHECKER: GLEN CRINKLAW REVIEWER: DAVID HILL	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTED AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT. Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215	DATE JULY 2016	COLUMBIA COUNTY ROAD DEPT. 2016 HMAC OVERLAY APIARY RD TYPICAL OVERLAY SECTION	SHEET 2 OF 3 PROJECT NO.

SCAPPOOSE–VERNONIA HWY OVERLAY
MP 10.69 – 11.37



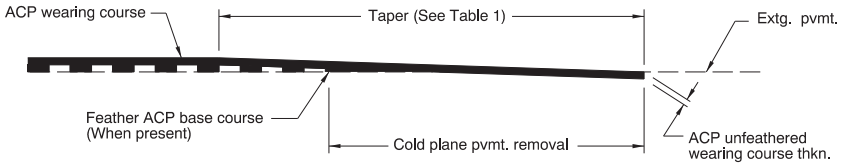
NOTE 1 – GRADE EXISTING SHOULDER
2–½" DEPTH X 14" WIDE

NOTE 2 – HMAC LEVEL 2, ½" WEARING COURSE
NOM. THKN. 3" 2 EQUAL LIFTS
MP 10.69–11.37
END TAPERS PER ODOT RD 610

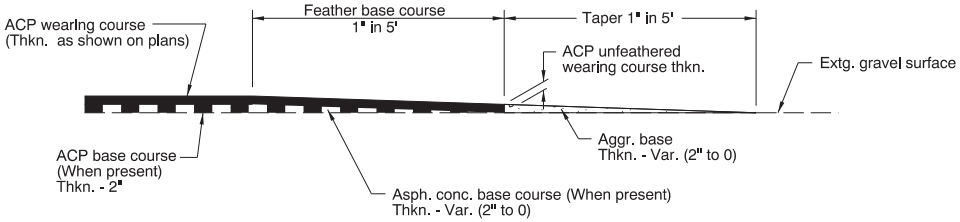
DRAFTER: TRISTAN WOOD CHECKER: GLEN CRINKLAW REVIEWER: DAVID HILL	USE OF DOCUMENTS THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTED AUTHORIZATION OF THE COLUMBIA COUNTY ROAD DEPARTMENT. Columbia County Road Department 1054 Oregon Street, St Helens, OR 97051 Ph: (503) 397-5090 Fax: (503) 397-7215	DATE JULY 2016	COLUMBIA COUNTY ROAD DEPT. 2016 HMAC OVERLAY SCAPPOOSE–VERNONIA HWY TYPICAL OVERLAY SECTION	SHEET 3 OF 3 PROJECT NO.

TABLE 1

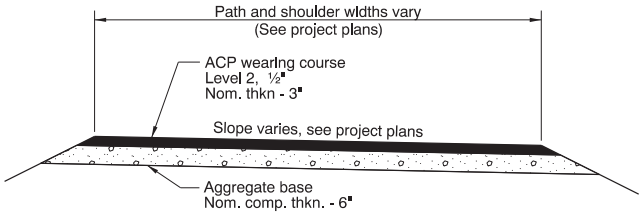
TAPER LENGTHS	
Posted Speed	Taper Length
< 45 mph	1" per 50'
≥ 45 mph	1" per 100'



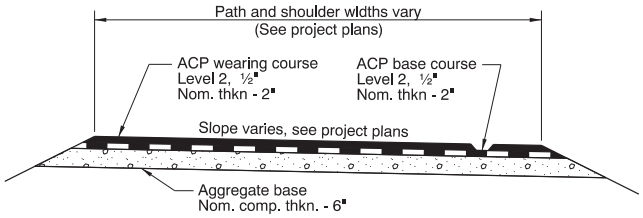
ACP PAVEMENT MATCH AT PROJECT ENDS
OR BRIDGE ENDS WHEN NOT OVERLAYING THE BRIDGE



METHOD OF FEATHERING ACP PAVEMENT
AT GRAVEL APPROACHES

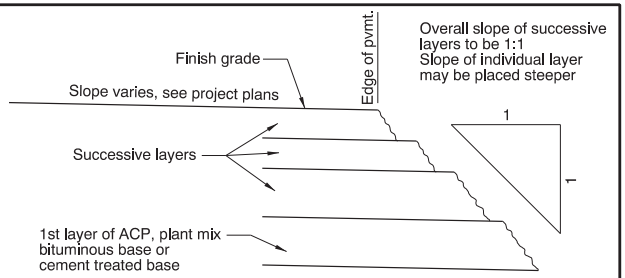


INACCESSIBLE TO MAINTENANCE VEHICLES

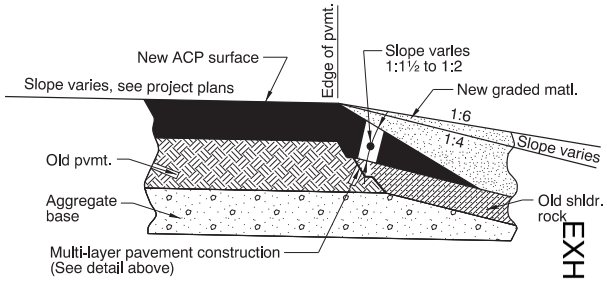


ACCESSIBLE TO MAINTENANCE VEHICLES

SHARED USE PATH

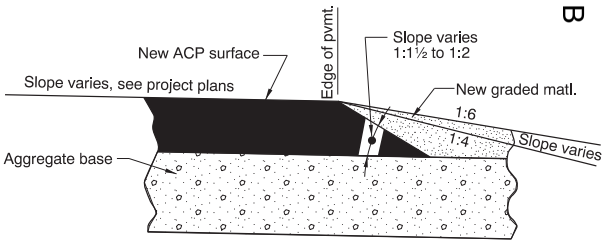


MULTI-LAYER PAVEMENT CONSTRUCTION



SAFETY EDGE
(RECONSTRUCTION INCLUDING MILL & INLAY)

EXHIBIT B



SAFETY EDGE (NEW CONSTRUCTION)

CALC. BOOK NO. N/A

BASELINE REPORT DATE 21-JUL-2015

NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

OREGON STANDARD DRAWINGS

ASPHALT CONCRETE PAVEMENT (ACP) DETAILS

2015

DATE	REVISION DESCRIPTION
07-2015	REVISED DETAILS & NOTES

Effective Date: June 1, 2016 - November 30, 2016

RD610

Exhibit 1

Oregon and Federal Prevailing Wage Rates

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

BOLI

OREGON BUREAU OF LABOR AND INDUSTRIES

Brad Avakian
Commissioner
Bureau of Labor and Industries

Effective: July 1, 2016

BRAD AVAKIAN
COMMISSIONER

CHRISTIE HAMMOND
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

July 1, 2016

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**.** 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 a postcard 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 pwremail@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.

B. Avakian

Brad Avakian
Commissioner
Bureau of Labor and Industries

800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-0766

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

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

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

HOW TO LOOK UP A RATE

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

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **$30,000 "PUBLIC WORKS BOND"** with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

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

Exemptions:

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

ORS 279C.830(3) and (4) require:

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.

2) The appeal should include:
   a) a complete description of the "problem," including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
   b) recommendations for how the rate could be more accurately determined.

3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).

4) The commissioner will review the division's recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)

5) The requesting party will be notified of the commissioner's decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

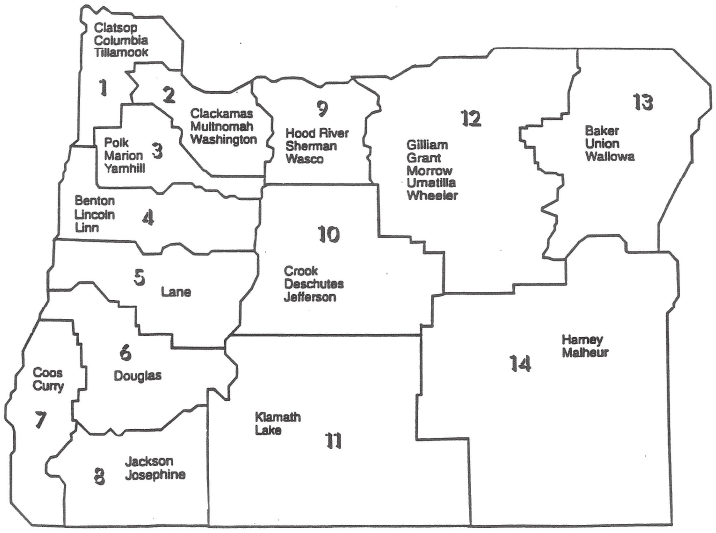
WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES

OCCUPATIONS BY REGIONS

PREVAILING WAGE RATE REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	$32.59	$14.29
Drywall Taper	$28.67	$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	$29.14	$13.75
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
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	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
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	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

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	$33.92	$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	$39.08	$13.28
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)	$24.10	$10.12
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	$16.94	$4.00
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	$21.52	$7.13
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	$24.31	$9.81
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger	$21.03	$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	$31.96	$18.48
Laborer Group 1	$24.25	$10.01
Laborer Group 2	$25.29	$9.52
Laborer Group 3	$22.35	$11.30
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	See Appendix	See Appendix
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	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	$21.04	$11.10
Truck Driver – All Groups	$20.39	$6.03

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	$34.18	$14.57
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	$39.08	$13.28
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)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger	$21.03	$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	$26.11	$8.20
Ironworker	$31.96	$18.48
Laborer Group 1	$24.25	$10.01
Laborer Group 2	$25.29	$9.52
Laborer Group 3	$22.35	$11.30
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	$39.94	$18.29
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #5
Lane County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
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	See Appendix	See Appendix
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	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
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 #5
Lane County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	$32.33	$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	$37.60	$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	$20.16	$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	$31.96	$18.48
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	$39.94	$18.29
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	$26.59	$11.17
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	$32.33	$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	$27.06	$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
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	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
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 (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	$21.04	$11.10
Truck Driver – All Groups	$20.39	$6.03

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	$32.33	$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	$28.67	$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	$29.14	$13.75
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	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	$26.59	$11.17
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB)Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter in Appendix)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	$21.04	$11.10
Truck Driver – All Groups	$20.39	$6.03

REGION #9
Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
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	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	$16.94	$4.00
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	See Appendix	See Appendix
Piledriver	$33.81	$14.59
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 #9
Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
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	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	$32.33	$14.78
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	$27.06	$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger	$21.03	$10.45
Glazier	$29.14	$13.75
Hazardous Materials Handler/Mechanic	$20.16	$8.43
Highway and Parking Striper	$26.11	$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	$24.25	$10.01
Laborer Group 2	$25.29	$9.52
Laborer Group 3	$22.35	$11.30
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	$29.56	$10.88
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	$26.59	$11.17
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	$21.04	$11.10
Truck Driver – All Groups	$20.39	$6.03

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	$32.33	$14.78
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	$27.06	$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	$32.59	$14.29
Drywall Taper	$28.67	$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger	$21.03	$10.45
Glazier	$29.14	$13.75
Hazardous Materials Handler/Mechanic	$20.16	$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	$24.25	$10.01
Laborer Group 2	$25.29	$9.52
Laborer Group 3	$22.35	$11.30
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	$21.52	$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	$39.94	$18.29
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	$28.67	$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	$29.14	$13.75
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	$21.04	$11.10
Truck Driver – All Groups	$20.39	$6.03

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	$27.06	$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	$32.59	$14.29
Drywall Taper	$28.67	$13.41
Electrician	$37.60	$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
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	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	$43.79	$14.76
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	$30.64	$11.90
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	$26.59	$11.17
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	$33.92	$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	$34.18	$14.57
Carpenter Group 1 & 2	$29.19	$11.67
Cement Mason	$27.06	$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	$32.59	$14.29
Drywall Taper	$28.67	$13.41
Electrician	$37.60	$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	$24.10	$10.12
Fence Erector (Metal)	$20.50	$5.09
Flagger	$21.03	$10.45
Glazier	$29.14	$13.75
Hazardous Materials Handler/Mechanic	$20.16	$8.43
Highway and Parking Striper	$26.11	$8.20
Ironworker	$31.96	$18.48
Laborer Group 1	$24.25	$10.01
Laborer Group 2	$25.29	$9.52
Laborer Group 3	$22.35	$11.30
Landscape Laborer/Technician	$16.94	$4.00
Limited Energy Electrician	$29.37	$10.33
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	$29.32	$10.68
Painter	$21.52	$7.13
Piledriver	$33.81	$14.59
Plasterer and Stucco Mason	$23.05	$17.99
Plumber/Pipefitter/Steamfitter	$39.94	$18.29
Power Equipment Operator Group 1	$36.01	$13.45
Power Equipment Operator Group 1A	$40.91	$14.10
Power Equipment Operator Group 1B	$41.84	$13.90
Power Equipment Operator Group 2	$33.07	$12.72
Power Equipment Operator Group 3	$31.79	$11.18
Power Equipment Operator Group 4	$31.18	$10.78
Power Equipment Operator Group 5	$28.18	$9.54
Power Equipment Operator Group 6	$27.70	$11.98

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	$24.43	$8.76
Sheet Metal Worker	$32.29	$12.84
Soft Floor Layer	$24.31	$9.81
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	$26.59	$11.17
Tender to Plasterer and Stucco Mason	$17.35	$12.74
Testing, Adjusting, and Balancing (TAB) Technician	$30.47	$9.98
Tilesetter/Terrazzo Worker: Hard Tilesetter	$25.99	$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	$20.39	$6.03

APPENDIX

JULY 1, 2016

Collectively Bargained Rates

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

JULY 1, 2016 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 38-39
Cement Mason 39
Diver 39-40
Diver Tender 39-40
Dredger 40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer 40-41
Drywall Taper (See Painter) 45
Electrician 41-43
Elevator Constructor, Installer and Mechanic 43
Glazier 43
Hazardous Materials Handler 43
Highway/Parking Striper 43
Ironworker 43
Laborer 44
Limited Energy Electrician 44-45
Line Constructor 45
Marble Setter 45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4) 38
Painter and Drywall Taper 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 48-49
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 49
Tilesetter/Terrazzo Worker: Hard Tilesetter 49
Tile, Terrazzo, and Marble Finisher 50
Truck Driver 50

MAP: Power Equipment Operator, Zone 1 51

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
ASBESTOS WORKER/INSULATOR		
	45.42	**20.77**
Firestop Containment	**28.92**	**14.53**
BOILERMAKER	**36.44**	**28.75**
BRICKLAYER/STONEMASON		
	34.79	**20.10**

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

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

CARPENTER

Zone 1 (Base Rate)

Group 1	**34.76**	**14.84**
Group 2	**34.91**	**14.84**
Group 3	**35.26**	**14.84**
Group 4	**35.41**	**14.84**
Group 5	**35.26**	**14.84**
Group 6	**35.77**	**14.84**

Zone Differential for Carpenters
(Add to Zone 1 Base Rate)

Zone 2	**.85** per hour
Zone 3	**1.25** per hour
Zone 4	**1.70** per hour
Zone 5	**2.00** per hour
Zone 6	**3.00** per hour
Zone 7	**5.00** per hour

Zone 1: Projects located within 30 miles of the respective city hall of the 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.

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

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

CARPENTER (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).

Welders receive $.75/hour above their group's rate.

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	**30.00**	**18.18**
Group 2	**30.60**	**18.18**
Group 3	**30.60**	**18.18**
Group 4	**31.20**	**18.18**

Zone Differential for Cement Mason
(Add to Zone A Base Rate)

Zone B	**.65** per hour
Zone C	**1.15** per hour
Zone D	**1.70** per hour
Zone E	**3.00** per hour

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

Reference Cities for Cement Mason

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

CEMENT MASON (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 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).

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	**83.55**	**14.84**
DIVER TENDER	**39.35**	**14.84**

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	**.85** per hour
Zone 3	**1.25** per hour
Zone 4	**1.70** per hour
Zone 5	**2.00** per hour
Zone 6	**3.00** per hour
Zone 7	**5.00** per hour

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

Reference Cities for Diver/Diver Tender

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

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

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

Diver Depth Pay:

Depth of Dive	Hourly Depth Pay
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):

Distance Traveled In the Enclosure	Hourly Enclosure Pay
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)	**45.96**	**14.35**
Assistant Engineer (Watch Engineer, Mechanic Machinist)	**42.80**	**14.35**
Tenderman (Boatman Attending Dredge Plant) Fireman	**41.31**	**14.35**
Fill Equipment Operator	**40.14**	**14.35**
Assistant Mate	**37.44**	**14.35**

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

Zone B	**3.00** per hour
Zone C	**6.00** per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	**35.05**	**14.55**
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	**35.05**	**14.55**

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	**.85** per hour
Zone 3	41-50 miles	**1.25** per hour
Zone 4	51-60 miles	**1.70** per hour
Zone 5	61-70 miles	**2.00** per hour
Zone 6	71-100 miles	**3.00** per hour
Zone 7	101 or more	**5.00** per hour

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	**29.00**	**12.61**
Cable Splicer	**31.90**	**12.76**

Reference Counties Area 1

Malheur

Area 2

Electrician	**38.80**	**18.59**
Cable Splicer	**40.74**	**18.65**

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	**35.80**	**16.62**

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.

Shift Differential

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

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

ELECTRICIAN (continued)

Area 4

Electrician	**37.73**	**18.57**
Cable Splicer	**41.50**	**18.69**
Lighting Maintenance/ Material Handlers	**17.95**	**9.79**

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

1st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3rd 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	**40.20**	**22.30**
Electrical Welder	**44.22**	**22.42**
Material Handler/ Lighting Maintenance	**22.91**	**15.41**

Reference Counties Area 5

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

(d) North Half

ELECTRICIAN (continued)

Area 5

Shift Differential

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

Zone Pay for Area 5 **Electrician and Electrical Welder**
(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	**30.44**	**15.70**
Cable Splicer	**30.44**	**15.70**
Lighting Maintenance and Material Handlers	**16.22**	**8.74**

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

ELECTRICIAN (continued)

Area 6

Shift Differential

1st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2nd 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
3rd 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 **49.66** **35.49**

Reference Counties Area 1

Baker Umatilla Union Wallowa

Area 2

Mechanic **49.86** **35.65**

Reference Counties Area 2

All remaining Counties

GLAZIER **33.41** **18.91**

(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

23.03 **12.21**

HIGHWAY/PARKING STRIPER

33.43 **11.57**

Shift Differential

(Add $1.50 to base rate for shifts that start between 3:00pm and 4:00am)

IRONWORKER

Zone 1 (Base Rate): **36.71** **24.16**

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2 **3.75**/hr. or $30.00 maximum per day
Zone 3 **6.88**/hr. or $55.00 maximum per day
Zone 4 **9.38**/hr. or $75.00 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 of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities

Medford Portland

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

LABORER

Zone 1 (Base Rate):

Group 1	**26.63**	**13.50**
Group 2	**27.65**	**13.50**
Group 3	**23.00**	**13.50**

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 1 Base Rate)

Zone 2 **.65** per hour
Zone 3 **1.15** per hour
Zone 4 **1.70** per hour
Zone 5 **2.75** per hour

Zone 1: Projects located within 30 miles of city hall in 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 80 miles.
Zone 5: More than 80 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** **8.65**

Reference Counties Area 1

Malheur

Area 2 **30.75** **17.07**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 **27.15** **14.81**

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 **27.83** **14.33**

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 **31.50** **18.35**

Reference Counties Area 5

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

(d) North Half

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

LIMITED ENERGY ELECTRICIAN (continued)

Area 6	**24.65**	**12.13**

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.

LINE CONSTRUCTOR

Area 1

Group 1	**55.15**	**16.70**
Group 2	**49.24**	**16.46**
Group 3	**28.38**	**11.12**
Group 4	**42.35**	**12.99**
Group 5	**36.93**	**11.98**
Group 6	**32.09**	**12.03**
Group 7	**16.72**	**9.05**

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	**48.72**	**15.07**
Journeyman Lineman	**44.12**	**14.64**
Line Equip. Operator	**36.69**	**13.83**
Groundman	**26.05**	**11.58**

Reference County Area 2

Malheur County

MARBLE SETTER **35.79** **20.10**

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	**22.27**	**10.38**
INDUSTRIAL PAINTING	**23.47**	**10.38**
BRIDGE PAINTING	**27.52**	**10.38**

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

(Add $0.60 to base rate for sandblasting, spray painting and working in confined spaces)

DRYWALL TAPER

Zone A (Base Rate)

33.66 **13.94**

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

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

Zone A: Projects located within 30 miles of the respective city hall of the reference cities and dispatch points listed.
Zone B: More than 30 miles, but less than 40 miles.
Zone C: More than 40 miles, but less than 50 miles.
Zone D: More than 50 miles, but less than 60 miles.
Zone E: More than 60 miles, but less than 70 miles.
Zone F: More than 70 miles, but less than 100 miles.
Zone G: More than 100 miles.

Reference Cities and Dispatch Points for Drywall Taper

Astoria	Burns	Medford	The Dalles
Bend	Longview	Pendleton	

Local #10
11105 NE Sandy Blvd.
Portland, OR 97220

Local #24
2659 Commercial St. SE
Salem, OR 97302

Local #1277
541 Willamette, Suite 105
Eugene, OR 97402

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

PLASTERER AND STUCCO MASON

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

Zone A (Base Rate)

Plasterer	**28.12**	**18.48**
Swinging Scaffold	**29.12**	**18.48**
Nozzleman	**30.12**	**18.48**

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

Zone B	**.85** per hour
Zone C	**1.25** per hour
Zone D	**1.70** per hour
Zone E	**2.00** per hour
Zone F	**3.00** per hour
Zone G	**5.00** per hour
Zone H	**10.50** 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

Area 1	**28.00**	**14.32**

Reference Counties Area 1

Baker	Harney (a)	Malheur

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

Zone mileage based on road miles:
Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.
Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.
Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

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

Area 2	**49.24**	**29.09**

Reference Counties Area 2

Grant	Umatilla	Wallowa
Morrow	Union	

Zone Differential for Area 2
(Add to Base Rate)

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

Zone mileage based on road miles:

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

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

Area 3	**42.11**	**25.47**

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	**39.47**	**14.10**
Group 1A	**41.44**	**14.10**
Group 1B	**43.42**	**14.10**
Group 2	**37.58**	**14.10**
Group 3	**36.44**	**14.10**
Group 4	**35.36**	**14.10**
Group 5	**34.13**	**14.10**
Group 6	**30.94**	**14.10**

(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 five percent (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 ten percent (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
(Add to Zone 1 Base Rate)

Zone 2	**3.00** per hour
Zone 3	**6.00** 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).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

ROOFER

Area 1

Roofer	**29.03**	**17.42**
Handling coal tar pitch	**31.93**	**17.42**
Remove fiberglass insulation	**31.93**	**17.42**

Reference Counties Area 1

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

Area 2

Roofer	**25.55**	**14.49**
Handling coal tar pitch	**27.55**	**14.49**
Remove fiberglass insulation	**27.05**	**14.49**

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	**25.96**	**10.47**

Reference Counties Area 4

Umatilla Union Wallowa

(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	**25.77**	**10.52**

Reference County for Area 5

Morrow

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

SHEET METAL WORKER

Area 1 **37.53** **19.12**

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 **24.41** **16.74**

Reference Counties Area 2

Baker Malheur

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

Area 3 **33.53** **20.83**

Reference Counties Area 3

Morrow Umatilla Union Wallowa

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

Area 4 **31.17** **17.20**

Reference Counties Area 4

Douglas Lane

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

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

SHEET METAL WORKER (continued)

Area 5 **31.32** **18.24**

Reference Counties Area 5

Coos

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

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

Area 6 **26.56** **16.35**

Reference Counties Area 6

Curry, Harney, Jackson, Josephine, Klamath, Lake

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

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

Area 7 **28.98** **16.11**

Reference Counties Area 7

Crook, Deschutes, Jefferson

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

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

SOFT FLOOR LAYER **26.91** **15.68**

SPRINKLER FITTER

Area 1 **34.41** **20.35**

Reference Counties Area 1

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

SPRINKLER FITTER (continued)

Area 2 **30.75** **20.25**

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

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

28.73 **13.50**

(Add $0.50 to base rate for Refractory work)

(Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending)

TENDER TO PLASTERER AND STUCCO MASON

28.72 **13.90**

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

30.55 **18.37**

(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)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER **23.13** **13.56**

(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 **23.13** **13.69**

(Add $1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate):

Group 1	**27.60**	**14.37**
Group 2	**27.72**	**14.37**
Group 3	**27.85**	**14.37**
Group 4	**28.12**	**14.37**
Group 5	**28.34**	**14.37**
Group 6	**28.51**	**14.37**
Group 7	**28.71**	**14.37**

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

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

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

Reference Cities

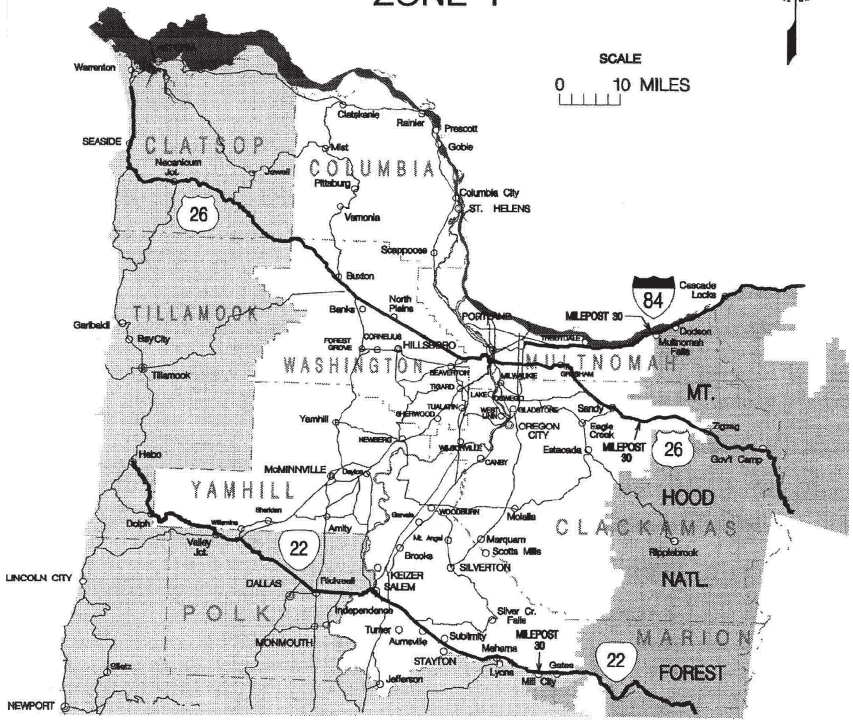
Albany	Eugene	Madras	Reedsport
Astoria	Goldendale	Medford	Roseburg
Baker	Grants Pass	McMinnville	Salem
Bend	Hermiston	Newport	The Dalles
Bingen	Hood River	Ontario	Tillamook
Brookings	Klamath Falls	Oregon City	Vancouver
Burns	LaGrande	Pendleton	
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	

TRUCK DRIVER (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 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



LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2016

To: All Oregon Contracting Agencies

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

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

	CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
1.	**A D Traffic Control Services, LLC** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
2.	**Affordable Safe and Professional Flagging, LLC** 305 NE 6th Street Grants Pass, OR 97526	September 17, 2012	September 16, 2017
3.	**ASAP Flagging & Traffic Control, Inc.** 11681 Sumner Street, Suite A Portland, OR 97220	September 17, 2012	September 16, 2017
4.	**Beaver Flagging** 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	**Christy C. Beaver** 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
6.	**Kimberly Bell-Eddy** 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
7.	**BSD OR WA. LLC** 2951 NW Division St., Ste110 Gresham, OR 97030	February 11, 2016	February 10, 2019
8.	**Bill Butler** 4355 SE 10th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
9.	**Cameron Creations** **Steven Cameron** **Nancy Cameron** PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
10.	**Diane Marie Cina** 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
11.	**Timothy Covington** 1000 NE 122nd Street, Suite B-13 Portland, OR 97230	September 17, 2012	September 16, 2017

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2016

	CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
12.	**Kelly Cunningham** 4355 SE 120th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
13.	**Randall D. David** 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
14.	**Demolition Contractors, Inc.** PO Box 4010 19650 SW Teton Ave Tualatin, OR 97062	February 15, 2016	February 15, 2018
15.	**Amanda Dawn Denton Olsen-Smith** PO Box 1058 Willamina, OR 97080	February 11, 2016	February 10, 2019
16.	**Diamond Concrete, Inc.** PO Box 1627 Lake Oswego, OR 97035	April 4, 2014	April 3, 2017
17.	**DNB Painting, Inc.** 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
18.	**Robert Donily** 19650 SW Teton Ave Tualatin, OR 97062	February 15, 2016	February 15, 2018
19.	**Elite Contract Flooring, LLC** 15192 SE Bradford Road Clackamas, OR 97015	March 25, 2014	March 24, 2017
20.	**Rocky Evans** 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017
21.	**Final Touch NW Inc.** PO Box 169 2245 Crestview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
22.	**GNC Construction Services, LLC** 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015	July 20, 2018
23.	**H. & L. Corporation** 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
24.	**Hard Rock Concrete, Inc.** 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017

	CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
25.	**High Mountain Plumbing Company** 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
26.	**K & O Contracting, LLC** 5050 SW 198th Avenue Aloha, OR 97007	April 11, 2014	April10, 2017
27.	**Kim Bell Flagging, Inc.** 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
28.	**KMS Concrete Construction, LLC** 11500 NE 76th Street A-3, Suite 110 Vancouver, WA 98662	November 22, 2013	November 21, 2016
29.	**KO Construction, LLC** 10736 SE Hwy 212 Clackamas, OR 97015	April 11, 2014	April 10, 2017
30.	**Peter G. Lupachev** **aka Peter Lupachov** 4536 SE Stark Street Portland, OR 97239	November 2, 2015	November 1, 2018
31.	**Noland Enterprises, Inc.** 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019
32.	**Debbie Noland** 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019
33.	**James Noland** 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019
34.	**Eric James O'Malley** PO Box 1627 Lake Oswego, OR 97035 9301 SW Sagert St. Apt 127 Tualatin, OR 97062	April 4, 2014	April 3, 2017
35.	**A.J. Olsen-Smith** **aka Alex James Olsen-Smith** **aka Alex J. Olsen** PO Box 1058 Willamina, OR 97080	February 11, 2016	February 10, 2019
36.	**Orcanco Commercial Construction, Inc.** 4355 SE 10th Drive Gresham, OR 97080	January 22, 2016	January 21,2019

	CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
37.	**Peter Construction, Inc.** **dba Peters Construction, Inc.** 4522 SW Water Ave., Suite 110 Portland, OR 97239	November 2,2015	November 1, 2018
38.	**Phoenix Construction Group, Inc.** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
39.	**Portland Flagging, LLC dba** **A D Traffic Control Services** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
40.	**Portland Safety Equipment, LLC** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
41.	**Marco Antonio Rojas** 8855 SE 172nd Avenue Happy Valley, OR 97086	April 11, 2014	April 10, 2017
42.	**Mauricio Rojas-Osornio** 9006 SE Augustine Court Happy Valley, OR 97086	April 11, 2014	April 10, 2017
43.	**Colleen Runyon** 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
44.	**Edward Runyon** 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
45.	**Avian Samuel** PO Box 169 2245 Crestview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
46.	**Terrence Samuel** PO Box 169 PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	January 21, 2015	January 20, 2018
47.	**SBG Construction Services LLC** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
48.	**Kenya Smith** 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015	July 20, 2018

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2016

	CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
49.	**Sun Triangle Painting, LLC** 3422 Monarch Drive NE Salem, OR 97301	December 15, 2013	December 14, 2016
50.	**Alan Tatom** 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
51.	**Tri-Star Flagging, LLC** 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
52.	**Phillip Walker** 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
53.	**Willamette Plumbing and Mechanical, LLC** 1311 Doaks Ferry Road NW 1485 West Meadows Salem, OR 97304	February 3, 2014	February 2, 2017
54.	**Evan Williams** **309 S. McLoughlin Blvd.** **Oregon City, OR 97045**	February 29, 2016	February 28, 2019
55.	**WWJD Traffic Control, Inc.** 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

BRAD AVAKIAN, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES

PREVAILING WAGE RATE FORMS

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

BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

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

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

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

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

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

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

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

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

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

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

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

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

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

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

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

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

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

CALCULATION CHECK

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

1. For each classification listed in column 2, compute the sum of:
   a) the hourly base rate of pay shown in Column 5,
   b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
   c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.

2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of BOLI's publication, *Prevailing Wage Rates for Public Works Contracts in Oregon*.

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

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

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

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

PAYROLL/CERTIFIED STATEMENT FORM WH-38
FOR USE IN COMPLYING WITH ORS 279C.845*

PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ PAYROLL NO. _____ FINAL PAYROLL ☐

Business Name (DBA): Phone: ( ) CCB Registration Number:

Project Name: Project Number: Type of Work:

Street Address: Project Location:

Mailing Address: Project County:

Date Pay Period Began: Date Pay Period Ended:

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

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

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

WH-38 (Rev. 06/16)

THIS FORM CONTINUED ON REVERSE

CERTIFIED STATEMENT

Date: _____

I, _____ (NAME OF SIGNATORY PARTY), _____ (TITLE)
do hereby state:
(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)
on the _____ (BUILDING OR WORK); that during the payroll period
commencing on the _____ day of _____ (MONTH), _____ (YEAR), and ending the _____ day
of _____ (MONTH), _____ (YEAR), all persons employed on said project have been paid the
full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of said _____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)
from the full weekly wages earned by any person, and that no deductions have been
made either directly or indirectly from the full wages earned by any person, other than
permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
described below:

_____

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

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

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

_____ (NAME AND TITLE)

_____ (SIGNATURE AND DATE)

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

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

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

WH-38 (Rev. 06/16)

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #:_____

PUBLIC WORKS FEE INFORMATION FORM

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

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

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

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP:_____

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

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

PROJECT NAME: _____

CONTRACT NAME (if part of larger project):_____

PROJECT LOCATION: _____

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

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

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

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

If less than $50K, is it part of a larger project? ☐yes ☐no **Contract amount x .001 = fee due**

(Please duplicate this form for future use.)

WH-39 (Rev. 01/14)

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #:_____

PUBLIC WORKS FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS

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

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

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

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

MAILING ADDRESS:_____

PROJECT NAME:_____

CONTRACT NAME (if part of larger project):_____

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

CONTRACTOR/BUSINESS NAME (DBA):_____

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

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

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

TOTAL ADJUSTMENT:_____**BALANCE DUE*:**_____
or
REFUND DUE*:_____
***Final contract fee less initial fee paid**

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

(Please duplicate this form for future use)

WH-40 (Rev. 03/13)

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

For Office Use Only:
Project DB #:_____

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

PUBLIC AGENCY INFORMATION

Agency Name: _____

Agency Division:_____ Agency # (if known):_____

Address:_____

City, State, Zip:_____

Email Address: _____

Agency Representative: _____ Phone: _____

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

CONTRACT INFORMATION:

Project Name: _____

Contract Name (if part of larger project): _____

Project #: _____ Contract #:_____

Project Manager Name:_____ Phone: _____ Fax:_____

Project Location (Street(s), City): _____ Project County: _____

Contract Amount: $_____ If under $50,000, is this contract part of a larger project? YES ☐ NO ☐

If yes, total project amount: $_____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐

Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____

OR If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____

Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____

Address: _____

City, State Zip:_____ Phone:_____

Construction Contractors Board Registration #: _____

Name of Bonding Company: _____

Address: _____

Agent Name: _____ Phone:_____

Payment Bond #: _____

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

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date:_____

Email Address:_____

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

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

CONTRACT INFORMATION:

Name of Project Owner:_____ Phone: _____

Project Name: _____ Project #: _____

Project Location (Street(s), City): _____ Project County: _____

Total Project Cost: $_____ Amount of Public Funds Provided for the project: $_____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐

Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

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

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

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

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

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

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

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

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

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

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

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date:_____

Email Address: _____

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

RETURN THIS COMPLETED FORM TO:
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us

CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

(Name of State or Local Government Agency)

DEPARTMENT: _____ **PROJECT NAME:** _____

PROPOSED YEAR: _____ **FUND:** _____

PROJECT DESCRIPTION: _____ **PROJECT NUMBER:** _____

Rough Quantity Estimates	Units	Work Class Description	Agency Force Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost
				$		$

ESTIMATED CONSTRUCTION PERIOD: _____

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

_____
(Signature of Agency Official)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the agency intends to perform the construction work using the agency's own equipment and personnel on a project estimated to cost more than $125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

Form WH-118 (Planned Public Improvement Summary) may be used to list planned public improvements. This form (WH-119) may be used to report the agency's least cost analysis.

Completed forms should be mailed to: Prevailing Wage Rate Unit
Wage and Hour Division, #1045
Bureau of Labor and Industries
800 N.E. Oregon St.
Portland, OR 97232-2180

WH-119 (Rev. 02/05)

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ - _____ _____ **PAGE** _____ **OF** _____

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than $125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

This form (WH-118) may be used to list planned public improvements. Form WH-119 (Capital Improvement Project Cost Comparison Estimate) may be used to report the agency's least cost analysis.

Completed forms should be mailed to: Prevailing Wage Rate Unit
Wage and Hour Division, #1045
Bureau of Labor and Industries
800 N.E. Oregon St.
Portland, OR 97232-2180

WH-118 (Rev. 06-10)

The 2016 edition of the *Prevailing Wage Rate Laws* handbook are now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

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

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

☐ Please send me the 2016 edition of the *Prevailing Wage Rate Laws* handbook.

☐ Please add me to the mailing list to receive information about BOLI PWR seminars.

☐ Please add me to the e-mailing list to receive information about BOLI PWR seminars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

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

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place stamp here

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

Exhibit 2

Environmental and Natural Resources Laws; Remedies

EXHIBIT 2

ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES

1. NMFS, DEQ, DSL SHPO, USACE, etc., have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

   Under the provisions of ORS 279C.525, if the successful bidder awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the public improvement contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, COUNTY may:

   a. Terminate the contract;

   b. Complete the work itself;

   c. Use nonagency forces already under contract with COUNTY;

   d. Require that the underlying property owner be responsible for cleanup;

   e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS Chapter 279C; or

   f. Issue CONTRACTOR a change order setting forth the additional work that must be undertaken.

2. In addition to the obligation imposed under subsection (1) of this section to refer to federal, state and local agencies with ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources, a solicitation document must also make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under subsection (1) of this section.

3. If the successful bidder encounters a condition not referred to in the bid documents and not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection and the condition requires compliance with the ordinances, rules or regulations referred to under subsection (1) of this section, the successful bidder shall immediately give notice of the condition to COUNTY.

4. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from COUNTY.

5. Upon request by COUNTY, the successful bidder shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to COUNTY for resolution.

6. Within a reasonable period of time following delivery of an estimate under subsection (5) of this section, COUNTY may:

   a. Terminate the contract;

   b. Complete the work itself;

   c. Use nonagency forces already under contract with COUNTY;

   d. Require that the underlying property owner be responsible for cleanup;

   e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS chapter 279C; or

   f. Issue the successful bidder a change order setting forth the additional work that must be undertaken.

7. If COUNTY chooses to terminate the contract under subsection (1)(a) or (6)(a) of this section, the successful bidder shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. COUNTY shall have access to the CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.

8. If COUNTY causes work to be done by another contractor under subsection (1)(c) or (e) of this section or under subsection (6)(c) or (e) of this section, CONTRACTOR shall not be held liable for actions or omissions of the other contractor.

9. The change order under subsection (1)(f) of this section or under subsection (6)(f) of this section shall include the appropriate extension of contract time and compensate CONTRACTOR for all additional costs, including overhead and profit, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules, or regulations. COUNTY shall have access to CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.

10. Notwithstanding subsections (1) to (9) of this section, COUNTY may allocate all or a portion of the known environmental and natural resource risks to a contractor by listing such environmental and natural resource risks with specificity in the solicitation documents.

Exhibit 3

Sample Construction Contract

EXHIBIT 3
SAMPLE CONTRACT

Scappoose – Vernonia Road Overlay MP 10.69 to 11.37
and
Apiary Road Overlay MP 5.4 to 6.21

This Agreement is made and entered into by and between Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as "Owner," and _____hereinafter referred to as "Contractor."

WITNESSETH:

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

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

2. Completion Date. The completion date for this Agreement shall be no later than October 14, 2016 or 45 days after Notice of Award of Contract is issued by the County's Representative.

3. Project Funding. Work under this Agreement will be funded in part through the Oregon Department of Transportation Fund Exchange Program. This Agreement is subject to the terms and conditions of that agreements, which are attached hereto and incorporated herein by this reference.

4. Exhibits. The following exhibits are attached hereto and are incorporated herein by this reference:

   Exhibit A- Contractor's Proposal
   Exhibit B- Invitation to Bid (ITB), including the following exhibits:
   - **Exhibit 1** – Prevailing Wage Rates
   - **Exhibit 2**- Environmental and Natural Resources Laws

   This Agreement and its exhibits shall be interpreted in a manner that gives effect to all terms. In the event of conflict, this Agreement shall control, followed by Exhibit B, followed by Exhibit A.

5. Contractor's Services. Contractor agrees to provide the services described in the ITB, and as proposed in Contractor's Bid. In addition to the provisions of this Agreement, Contractor agrees to comply with all provisions in Exhibit __ in the performance of the services.

6. Consideration. Owner shall pay Contractor $_____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise agreed to in writing by the parties, payments shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state sources. In the event sufficient funds shall not be appropriated, and/or received by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement without penalty in accordance with Section 20 of this Agreement.

EXHIBIT 3
SAMPLE CONTRACT

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

For the Owner:	For the Contractor:
Tristan Wood, Engineering Coord.	*Name, Title*
Road Department	*Department*
Columbia County	*Company*
1054 Oregon St.	*Address*
St. Helens, OR 97051	*City, State zip code*

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

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued there under, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.

10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.

11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 120 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.

12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract

Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excluded from the above requirements.

13. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

    A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

    B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

    C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

14. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

    A. Contractor shall:

        (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(5) Demonstrate that an employee drug testing program is in place.

B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the proper officer or officers representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within 30 days after receipt of payment from the Owner, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

C. No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor and any employer under this Agreement must give notice in writing to employees who work under this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that the employees may be required to work.

D. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.

E. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

F. Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by Owner under this Agreement; and

(2) An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be:

(a) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(b) Computed at the rate specified in ORS 279C.515(2).

G. Contractor shall include in each of Contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection F of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's

subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

H. The clauses required by subsections F and G of this section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10).

I. The specifications to this Agreement include the prevailing rate of wage that must be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage.

J. A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.

K. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

15. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any required subcontract.

16. Assignment; Subcontracts. Contractor shall not assign, subcontractor delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.

17. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.

18. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the Contractor or Contractor's officers, employees, subcontractors, or agents under this Agreement. Contractor shall cause all subcontractors to indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or

subcontractor's officers, employees, subcontractors, or agents for the work described herein. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of Owner, its officers, agents or employees.

19. Insurance.

A. Contractor shall purchase and maintain, and shall require its subcontractors to purchase and maintain, for the entire period that work is performed under this Agreement the following policies of insurance to protect Owner and its officers, agents and employees, and the Oregon Judicial Department and its officers, agents and employees:

(1) Commercial general liability insurance coverage from an insurance company authorized to do business in Oregon in an amount not less than $2,000,000 per occurrence for bodily injury and property damage.

(2) Automobile liability insurance covering each automobile utilized in the performance of this Agreement from an insurance company authorized to do business in Oregon in an amount not less than $2,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

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

C. All of Contractor's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County and the Oregon Judicial Department

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

A. If Contractor fails to perform the work in a manner satisfactory to Owner.

B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

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

21. Time of the Essence. The parties agree that time is of the essence in this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of the Contractor to perform work on time is a material breach of this Agreement.

22. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

23. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

24. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

25. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

26. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.

EXHIBIT 3
SAMPLE CONTRACT

27. Third Party Beneficiaries. The Oregon Judicial Department is a third party beneficiary to this Agreement. There are no other third party beneficiaries.

28. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CONTRACTOR:

By:_____

Title:_____

Date:_____

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By:_____
Anthony Hyde, Chair

By:_____
Henry Heimuller, Commissioner

By:_____
Earl Fisher, Commissioner

Date:_____

Approved as to form by

By:_____
Office of County Counsel