



Tuesday, April 25, 1989 - 9:30 AM  
Multnomah County Courthouse, Room 602

FORMAL MEETING

 R-1

Order in the Matter of Accepting the Executive Budget, as Amended, and Preparation of the Approved Multnomah County Budget for Submittal to the Tax Supervising and Conservation Commission

The Following will be heard after Budget approval.

INFORMAL BRIEFING

1. Legislative Briefing (if needed) - Fred Neal, Howard Klink

*Not needed*

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Tuesday, April 25, 1989 - 1:30 PM  
Multnomah County Courthouse, Room 602

INFORMAL MEETING

1. Informal Review of Bids and Requests for Proposals:
  - a) Johnson Creek Bridge Guardrail and Others
  - b) Eight Megabytes of Amdahl 5860 Memory
  - c) County wide recycling services
2. Presentation of parental leave policy options. - Kenneth Upton, Ellen Ulrick
3. Informal Review of Formal Agenda of April 27, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, April 27, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

REGULAR AGENDA

BOARD OF COUNTY COMMISSIONERS

- A R-1 Proclamation in the matter of proclaiming May 1 through May 7, 1989 Community Law Week

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Request for consideration of bids for purchase of tax foreclosed property by private sale as provided by ORS 275.200 for vacant land approximately 25 X 100 feet located on NE Garfield between NE Shaver & NE Mason - previously offered for sale May 29, 1986
- R-3 Order in the Matter of Rescinding Deed Restrictions - Encumbering Certain Real Property - Tax Lots 9, 12, 13, and 16, Section 27, T1N, R4E, W.M. - NE Chamberlain Road
- R-4 Order Accepting Deed from Dale W. Conn for Road Purposes, NE Interlachen Lane
- R-5 Notice of Intent to apply for grant from the Oregon Special Public Works Fund for funding a portion of the proposed interchange improvement at NE 223rd Avenue & Marine Drive

ORDINANCES - DEPARTMENT OF GENERAL SERVICES

- R-6 First Reading - An Ordinance relating to special elections for filling vacancies in County office, and declaring an emergency

DEPARTMENT OF HUMAN SERVICES

- R-7 Notice of Intent to apply for Federal Grant from Centers for Disease Control for development of innovative syphilis control strategies and program evaluation
- R-8 Budget Modification DHS #49 reflecting a revenue increase in the amount of \$23,660 from the City of Portland to Social Services to partially fund a Program Development Specialist to manage the Regional Drug Initiative OSHA Grant project from July 1, 1988 - April 30, 1989

R/10 *Urban Consent* -

DEPARTMENT OF JUSTICE SERVICES

R-9 Budget Modification DJS #25 reflecting reclassification of positions within Community Corrections Divison: Community Corrections Director from Program Manager I to Program Manager II, and Senior Program Development Specialist to Program Manager I; Probation Division, Probation Services Manager I to Program Manager II - all positions retroactive to January 1, 1989

*R-10 - Urban Consent -*

THE FOLLOWING WILL BE HEARD AT 10:00 A.M.:

WORK SESSION

1. Department of Justice Services Reorganization

NO PUBLIC TESTIMONY IS TAKEN DURING WORK SESSIONS

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

0499C.18-22



# MULTNOMAH COUNTY OREGON

*Inf- #1*  
*4/25/89*  
*pm*

DEPARTMENT OF GENERAL SERVICES  
PURCHASING SECTION  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-5111

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: April 18, 1989

SUBJECT: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

BOARD OF  
 COUNTY COMMISSIONERS  
 1989 APR 19 PM 2:00  
 MULTNOMAH COUNTY  
 OREGON

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday,

Bid/RFP No.	Description/Buyer	Initiating Department
B61-700-3485	JOHNSON CREEK BRIDGE GUARDRAIL AND OTHERS	DES/ Transportation
	Buyer: Franna Ritz Ex. 5111	Contact: Kim Roske Phone: 5050
B46-400-3481	EIGHT MEGABYTES OF AMDAHL 5860 MEMORY	DGS
	Buyer: Roger A. Bruno Ex. 5111	Contact: Doug Fischer Phone: 3749
9P0613	<i>PAPER</i> County wide recycling services	DES - Fac. Mgmt
	Buyer: Ex. 5111	Contact: <i>Estrella</i> Phone: <i>3322 Elles</i>

cc: Gladys McCoy, County Chair  
Board of County Commissioners  
Linda Alexander, Director, DGS

Copies of the bids and RFPs are available from the Clerk of the Board.

TO: Daily Journal of Commerce

Please run the following Classified Advertisement as indicated below, under your "CALL FOR BID" section

MULTNOMAH COUNTY

Proposals Due: May 9, 1989 at 2:00 P.M.

Proposal No. B46-400-3481

Sealed proposals will be received by the Director of Purchasing, 2505 S.E. 11th Ave., Portland, OR 97202 for:

Eight megabytes of Amdahl 5860 memory

as per specifications on file with the Purchasing Director. No proposal will be received or considered unless the proposal contains a statement by the bidder as part of his bid that the requirements of ORS 279.350 shall be included. Multnomah County reserves the right to reject any or all proposals.

Specifications may be obtained at: Multnomah County Purchasing Section

2505 S.E. 11th Avenue

Portland, OR 97202

(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 27, 1989

AD2:PURCH2

INVITATION FOR BIDS # B46-400-3481 To be opened 2 PM May 9, 1989

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 SE 11th Avenue, Portland, Oregon, 97202, until 2 PM Pacific Time and will be publicly opened and read for furnishing 8 megabytes of Amdahl 5860 memory upgrading processor serial #910008 from 24 megabytes to 32 megabytes. Memory cards are to be 64K half populated part #54-109904-003, in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: Not Required

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon, \_\_\_\_\_, 1989.

Board of County Commissioners  
MULTNOMAH COUNTY, OREGON

Publication Dates: April 27, 1989

By \_\_\_\_\_  
Lilly Walker, Director  
Purchasing Section

(Continued on reverse)

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Deliver to be F.O.B. Multnomah County, ISD within 21 days after receipt of order.

Accompanying this proposal is a Not Required in  
("Certified Check" or "Surety Bond")

the amount of \_\_\_\_\_ Dollars (\$) )  
which is not less than ten (10) percent of the total amount of this bid.

(Signature of bidder) \_\_\_\_\_  
Legal name of firm or corporation

By \_\_\_\_\_  
(Name)

Dated \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

INVITATION FOR BIDS, continued  
Bid No. B46-400-3481

Page 3

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**IMPORTANT NOTICE RE: VENDOR SELECTION LIST**

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other computer equipment, please send a written "NO BID" to the above address or call Roger Bruno at 503-248-5111 and submit a verbal "NO BID" no later than bid opening time.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

**EQUIVALENT PRODUCTS**

Product brands or models, if stated or implied by the specifications, indicate type, design, and quality desired, and shall not restrict bidding to one manufacturer. Products which meet or exceed specification requirements for design, quality, and functional utility will be considered. Ref. ORS 279.017.

If bid is for an equivalent item, include descriptive information brochure and/or specifications sufficient for the County to make a determination as to equivalency.

Any variations from specifications on equivalent products must be itemized. Failure to do so may cause rejection of the bid or rejection of the unit or product after delivery if unitemized variations are found upon inspection of the unit.

**METHOD OF AWARD**

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis. The right is expressly reserved to reject any or all bids.

**CLARIFICATION**

Any vendor requiring clarification of the information or protesting any provision herein, must submit comments in writing to:

Roger A. Bruno, Buyer  
2505 S.E. 11th Avenue  
Portland, OR 97202

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this IFB. Questions will not be answered verbally except those which would clarify specifications and requirements of this IFB and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this IFB.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued  
Bid No. B46-400-3481

Page 4

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Oral instructions or information concerning the specifications for the projects or requirements given out by County officers, employees, or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Director not later than five (5) days prior to bid opening.

**CANCELLATION**

Multnomah County reserves the right to cancel award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

**CONDITIONS**

**CERTIFICATION**

Bidder must certify memory to be eligible for manufacturers standard maintenance agreement.

**F.O.B.**

All prices are to be quoted F.O.B. Destination to:

Multnomah County

ISD  
\_\_\_\_\_  
(Dept.)

4747 E. Burnside  
\_\_\_\_\_  
(Street)

Portland, OR 97215  
\_\_\_\_\_  
(City, State, Zip)

**DELIVERY REQUIREMENTS**

Must be delivered on or before 5:00 PM, July 21, 1989.

**INSTALLATION**

Multnomah County will make arrangements for an pay installation charges.

B46-400-3481

INVITATION FOR BIDS. CONTINUED

COUNTY OF MULTNOMAH

PAGE 5

	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
				DOLLARS	CENTS
1. Eight megabytes of Amdahl 5860 memory as specified	1	LT			

TO: Daily Journal of Commerce

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

**MULTNOMAH COUNTY**

Bids Due May 16, 1989 at 2:00 P.M.  
Bid No. B61-700-3485

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:  
Guardrail Installation Johnson Creek Bridge & Others

Plans and Specifications are filed with the Purchasing Director and copies may be obtained from the above address for a \$5.00 non-refundable fee. **CHECKS AND MONEY ORDERS ONLY.** Plans and Specifications will not be mailed within the Tri-County area.

PREBID CONFERENCE: NONE

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Miscellaneous Highway Appurtenances  
(Guardrail etc.)

Prequalification applications or statements must be prepared during the period of one year prior to the bid date. Prequalification application and proof of prequalification by the Oregon Department of Transportation must be actually received or postmarked to Multnomah County Purchasing Section by not later than 10 days prior to bid opening.

All bidders must comply with the requirements of the prevailing wage law in ORS 279.350.

Details of compliance are available from the Purchasing Section, Department of General Services, 2505 S.E. 11th Avenue, Portland, OR 97202, (503) 248-5111.

Contractors and subcontractors must be licensed for asbestos abatement work if the project involves working with asbestos.

**NONDISCRIMINATION** Bidders on this work will be required to comply with the provisions of Federal Executive Order 11246. The requirements for Bidders and Contractors are explained in the Specifications.

No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof, a surety bond for an amount equal to ten percent (10%) of the aggregate proposal. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish April 27, 1989

T0: Skanner

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of May 1st

TO: Portland Observer

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

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Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of May 1st

PROJECT NAME: Johnson Creek Bridge Guardrail  
LOCATION: Various  
KIND OF WORK: Guardrail Removal and Installation  
PROJECT NO.: 1079  
SUBMITTED BY: Dept. Environmental Svcs.-Transportation Division  
BID NUMBER: \_\_\_\_\_  
BID ADVERTISEMENT DATES: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_

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BID PROPOSAL FOR CONSTRUCTION

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Department of General Services  
Purchasing Division  
2505 S.E. 11th Avenue  
Portland, Oregon 97202  
(503) 248-3322

Bidder's Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number \_\_\_\_\_

FOR BID RESULTS, CALL  
248-5338  
AFTER 3:00 P.M.

BID PROPOSAL FOR CONSTRUCTION

These Bidding Pages are part of the Bid Documents and contain the following:

- X Proposal
- X Bid Sheet
- X Proposal Bond
- X Bidder Residency Statement
- X Certificate of Compliance with ORS 305.380-.385
- X Return Envelope

Instruction to Bidders

- Proposal &  
Bid Sheet: Complete form and sign where indicated.
- Proposal Bond: Proposal Bond shall be made payable to Multnomah County, in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified check, cashier's check.
- Bidder Residency  
Statement: This form must be completed to be eligible for bidding.
- Certificate of  
Compliance with  
ORS 305.380-.385 This form must be completed to be eligible for bidding.
- Return Envelope: Submit these Bidding Pages in the sealed envelope before the deadline given in the Construction Specifications Manual.

P R O P O S A L

To the Board of County Commissioners of Multnomah County:

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principals are those named herein;

That this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the plans, specifications, addenda, if any, and form of contract therefor on file in the office of the Purchasing Director.

In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Bid Documents and of the following addenda:

Date _____	Number _____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to Bid and the Instructions to Bidders.

That he has personally inspected the actual location of the work and all other local conditions affecting it;

That he submits this proposal subject to the terms and conditions stated in the preceding "Instructions to Bidders;"

That if this bid is accepted, the bidder shall covenant in his contract, and it shall be a condition of his bond, as provided by O.R.S., that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in Multnomah County, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of his contract; and

That he has satisfied himself as to the quantities and conditions and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

He also proposes and agrees:

That if this bid is accepted, he will contract with said Board of County Commissioners, in the said form of contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the County Engineer as therein set forth; and that he will complete the work within the specified number of workdays as stated in the paragraph, "COMPLETION TIME LIMIT" in the specifications; and

That he will accept as full payment therefor the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit prices bid as set out in the following schedule:

B I D S H E E T

	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1.	Temporary Protection & Direction of Traffic	All Req'd		
	For	Lump Sum	\$	\$
2.	Removal of Guardrail	All Req'd		
	For	Lump Sum	\$	\$
3.	Watering	3 "M" Gals.		
	For	Per "M" Gals.	\$	\$
4.	Aggregate Base, 1"-0	1,200 Tons		
	For	Per Ton	\$	\$
5.	Guardrail, Type 2A	750 Lin. Ft.		
	For	Per Lin. Ft.	\$	\$
6.	Guardrail Anchors, Type 1	13 Each		
	For	Per Each	\$	\$
7.	Rail End Pieces, Type "C"	13 Each		
	For	Per Each	\$	\$
8.	Rail End Pieces, Terminal Connectors	5 Each		
	For	Per Each	\$	\$
9.	Extra for 10 ft. Post	40 Each		
	For	Per Each	\$	\$
			TOTAL \$	_____

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to him, is \_\_\_\_\_, doing business ("a corporation," "a partnership" or "an individual") at \_\_\_\_\_ Street, \_\_\_\_\_, City and State, which address is the address to which all communications concerned with this proposal and the contract should be sent.

The names of the president, treasurer and manager of the bidding corporation, or the names and residences of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The name of the surety by which the surety bond covering the contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety \_\_\_\_\_

Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_ in the amount of  
("Bidder's bond," "cash" or "certified check")

\_\_\_\_\_ Dollars ( \_\_\_\_\_ )

which amount is not less than ten percent of the total amount of the bid.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the sum of the total amount of the bid as aforesaid, with surety satisfactory to the Board of County Commissioners within five days from the date of receiving from the Board of County Commissioners the contract prepared and ready for execution, the Board of County Commissioners may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be the property of Multnomah County.

Dated \_\_\_\_\_, 19 \_\_\_\_

(Signature of Bidder) \_\_\_\_\_  
(Legal name of person, firm or corporation)

By \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Name of bidder)

\_\_\_\_\_ (Business address)

\_\_\_\_\_ (Telephone number) (Federal ID #)

MULTNOMAH COUNTY  
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
\_\_\_\_\_, as principal  
and the \_\_\_\_\_  
a corporation duly organized under the laws of the state of \_\_\_\_\_  
Having its principal place of business at \_\_\_\_\_  
in the state of \_\_\_\_\_, and authorized to do business in  
the State of Oregon, as surety, are held and firmly bound unto the County of  
Multnomah for payment as liquidated damages in the amount of ten (10) percent  
of the total amount of the bid of said principal for the work hereinafter  
described, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and assigns and successors and  
assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is  
herewith submitting his or its proposal for the following construction, to  
wit:

**Johnson Creek Bridge Guardrail**

said bid and proposal, by reference thereto being hereby made a part hereof.

**NOW, THEREFORE,** if the said proposal and bid submitted by the said  
principal be accepted, and the contract be awarded to said principal, and if  
the said principal shall enter into and execute the said contract and shall  
furnish bond as required by the County of Multnomah within the time fixed by  
the Board of County Commissioners, then this obligation shall be void;  
otherwise to remain in full force and effect.

SIGNED and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal

Countersigned at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Surety

BIDDER RESIDENCY STATEMENT

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder" ...

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined ...

1. CHECK ONE: Bidder is    / A resident bidder    / A nonresident bidder
2. If a resident bidder, enter your Oregon business address:

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3. If a nonresident bidder, enter state of residency: \_\_\_\_\_

Bidder certifies that the information provided above is true and accurate.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (Print or Type): \_\_\_\_\_

Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

246U

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services or real estate space to Multnomah County hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax laws described in ORS 305.380(4).

Dated: \_\_\_\_\_

By \_\_\_\_\_

Please call Purchasing Division if there are any questions about methods of compliance with this statute.

246U

369U

# Specifications For Multnomah County Oregon Construction

Project: Johnson Creek Guardrail & Others

Location: Various

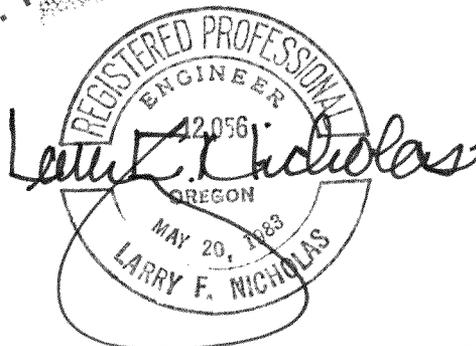
Kind of Work: Guardrail Removal and Installation

Project No.: 1079

Submitted by: \_\_\_\_\_  
(Contractor)

Bid No.: \_\_\_\_\_

1620 S.E. 190th Avenue Portland, Oregon 97233



**MULTNOMAH COUNTY OREGON**  
Department of Environmental Services  
Transportation Division

For Bid Results  
Call 248-5338  
After 3:00 P.M.

TO ALL PLANHOLDERS

THE COUNTY MAY REJECT ANY BIDS IF THE CONDITIONS ON  
PAGE 3 OF THIS PROPOSAL, "INSTRUCTIONS TO BIDDERS,"  
ARE NOT FOLLOWED.

-----

ESTIMATED QUANTITIES

<u>ITEM</u>	<u>QUANTITY</u>
1. Temporary Protection & Direction of Traffic	All Req'd
For	Lump Sum
2. Removal of Guardrail	All Req'd
For	Lump Sum
3. Watering	2 "M" Gals.
For	Per "M" Gals.
4. Aggregate Base, 1"-0	200 Tons
For	Per Ton
5. Guardrail, Type 2A	750 Lin. Ft.
For	Per Lin. Ft.
6. Guardrail Anchors, Type 1	13 Each
For	Per Each
7. Rail End Pieces, Type "C"	13 Each
For	Per Each
8. Rail End Pieces, Terminal Connectors	5 Each
For	Per Each
9. Extra for 10 ft. Post	40 Each
For	Per Each

## NOTICE TO CONTRACTORS

Sealed proposals, addressed to the Purchasing Director of Multnomah County, Oregon, and endorsed "Bid Proposal for Construction, Multnomah County, Oregon," to wit:

### Johnson Creek Bridge Guardrail

will be received by the Purchasing Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 P.M., , 1989, at which time they will be publicly opened and read.

Under no circumstances will any bid be considered that has been received after 2:00 P.M.

All proposals must be made upon blank forms to be obtained from the Office of the Purchasing Director, 2505 S.E. 11th Avenue, must give the prices proposed, both in writing and figures, and must be signed by the Purchasing Director, and may be obtained at the above address. A charge of Five Dollars (\$5.00) will be made for the Bid Proposal, Specifications, and Plans. This Five Dollars will not be returned.

Each bid is to be presented under sealed cover, endorsed, "Bid Proposal for Construction - Johnson Creek Bridge Guardrail," and filed with the Purchasing Director of Multnomah County, Oregon, and shall be accompanied by a surety bond or certified check made payable to Multnomah County Oregon, for an amount equal to ten percent of the amount of each bid, and no bid shall be considered unless such bidder bond or check is enclosed therewith. Such bond or check shall be delivered upon the condition that if said bid be accepted, the party bidding will promptly and properly enter into and execute contracts and bonds in accordance with the award.

Should the successful bidder to whom the contracts are awarded fail to execute the same within five days from the date of notification of such award, such bond or check shall be forfeited to Multnomah County as liquidated damages. All other bonds or checks will be returned to the unsuccessful bidder who submitted the same.

A good and sufficient bond with a satisfactory surety will be required for the faithful performance of the construction contract in a sum equal to the contract price. Such bond shall be approved as to form by the Multnomah County Counsel.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done and materials to be furnished. All contracts for work to be done shall be in writing, executed by the Contractor and the County Chair of Multnomah County in quintuplicate.

NOTICE TO CONTRACTORS (Continued)

The estimated quantities of work are approximate only, being given as a basis for the comparison of bids, and the Board of County Commissioners of Multnomah County does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work that may be deemed necessary or expedient.

The right is reserved to reject any and all proposals or to accept the proposal deemed best for Multnomah County and to award the contract as is provided by O.R.S.

Bid No. \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

Dated \_\_\_\_\_

By GLADYS McCOY  
Chair of the Board

REVIEWED:

LAURENCE KRESSEL  
Multnomah County Counsel

Larry F. Nicholas  
LARRY F. NICHOLAS, P. E.  
County Engineer

By \_\_\_\_\_  
Deputy

## INSTRUCTIONS TO BIDDERS

### BIDDING

THE BID TO BE SUBMITTED MUST BE MADE ON THE "BID SHEET." THE SIGNATURE OF BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE, AND THE COMPLETE "BID PROPOSAL FOR CONSTRUCTION" PACKET MUST BE SUBMITTED IN ITS ENTIRETY.

### WORK ON WHICH BIDS ARE TO BE RECEIVED

The work on which bids are to be received is as described on the sheets following Page 10.

### TIME AND PLACE OF RECEIVING BIDS

The time and the place at which bids will be received are as stated upon page one hereof.

### SPECIFICATIONS AND PLANS

The work covered by this Proposal shall be done in accordance with the provisions, specifications, terms and requirements set out in the "Standard Specifications for Highway Construction" of the Oregon State Highway Division, 1984 Edition, supplemented by the special provisions given on the sheets following Page 10 and supplemented by the plans, profiles and other information on file in the office of the Purchasing Director.

### BIDDING REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of SECTION 102 of the above Standard Specifications supplemented hereinafter, which set forth various conditions and requirements governing the submission and acceptance of proposals.

### FILLING IN PROPOSAL FORMS

The bidder must submit his proposal on the Proposal form contained in the "Bid Proposal for Construction" packet. The filling in of the blank spaces in the proposal should be done in accordance with the apparent intent. Unit bid prices shall be written in ink, both in words and in numerals. Proposals which do not conform with these requirements may be rejected as informal.

## INSTRUCTIONS TO BIDDERS (continued)

### CANCELLATION

Multnomah County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

### PREQUALIFICATION REQUIREMENT

Pursuant to Multnomah County Public Contract Review Board (PCRB) Administrative Rule AR 40.030, prequalification shall be required for this project in the following classes of work: Guardrail Installation.

## AWARD AND EXECUTION OF CONTRACT

The date or dates for the completion of the work contemplated by this contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto.

In specifying the date or dates for completion, it has been assumed that a period of not more than forty (40) days will elapse between the receiving of the bids and the delivery to the Board of County Commissioners by the Contractor of the contract and accompanying bond executed by the Contractor and his Surety. The forty (40) days are comprised of thirty-five (35) days between the receiving of bids and the submission to the Contractor of the written instruments of the contract and bond for execution; and, five (5) days in which the Contractor has to execute and deliver to the Commissioners the executed contract and accompanying bond. If the period between the receiving of bids and the submission to the Contractor of the contract for execution exceeds thirty-five (35) days, consideration will be given granting a corresponding extension of time specified for the completion of the work.

The Contractor shall within the five (5) days from the date of notification by the Board of County Commissioners of Multnomah County that the contract is ready for signature and, before commencing work thereunder, furnish to the Board of County Commissioners a fully executed contract and bond and shall maintain said bond in force during the continuation of his contract.

The bond must be satisfactory to the Board of County Commissioners in the full amount of the contract price for the faithful performance of the contract in all respects. No contract shall be binding until said bond is furnished and approved by the Board of County Commissioners of Multnomah County and, if said bond is not furnished within the said five (5) days herein specified, the contract shall be immediately terminated without any notice or further action by either party.

No work may be commenced by the Contractor until the contract and bond are submitted to the Board of County Commissioners; and, the County Engineer shall, in writing, notify the Contractor of a specific date when he shall proceed with the work and this will be used as a basis of beginning to determine working days.

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
a \_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of Oregon,  
hereinafter called the "Surety," are held and firmly bound unto Multnomah  
County, Oregon, hereinafter called "County," in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal  
entered into a certain Contract with the County, dated the \_\_\_\_ day  
of \_\_\_\_\_, 1989, a copy of which is hereto attached and made a part  
for the construction of:

Johnson Creek Bridge Guardrail

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform  
its duties, in accordance with all the undertakings, covenants, terms,  
conditions and agreements of said contract during the original terms thereof,  
and any extensions thereof which may be granted by the County, with or without  
notice to the Surety, and if he shall satisfy all claims and demands incurred  
under such Contract, and shall fully indemnify and save harmless the County  
from all costs and damages which it may suffer by reason of failure to do so,  
and shall reimburse and repay the County for all outlay and expense which the  
County may incur in making good any default, and shall promptly make payment  
to all persons, firms, subcontractors, and corporations furnishing materials  
for or performing labor in the prosecution of the work provided for in such  
contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs  
on machinery, equipment and tools, consumed or used in connection with the  
construction of such work, and all insurance premiums on said work and shall  
pay and cause to be paid not less than the prevailing rate of wages as of the  
date of his bid in Multnomah County, per hour, per day and per week for and to  
each and every workman who may be employed in and about the performance of his  
Contract and shall pay all contributions or amounts due the State of Oregon or  
departments thereof pursuant to state law from such contractor or  
subcontractors incurred in the performance of said contract, and pay all sums  
of money withheld from the contractor's employees and payable to the State Tax  
Commission pursuant to ORS; and shall pay all other debts, dues and demands  
incurred in the performance of the said Contract and shall pay the County of  
Multnomah, by and through its Board of County Commissioners, such damages as

PERFORMANCE PAYMENT BOND (Page 2)

may accrue to the County under said Contract and for all labor performed in such work, whether by subcontractor or otherwise, and shall in all respects perform said Contract according to law, then his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no charge, 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 wise affect its obligation 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 specifications.

PROVIDED FURTHER, that for one year after the completion of the construction described in said Contract, and in addition to all previously stated obligations, undertakings, covenants, terms, conditions and agreements, the Surety agrees to keep in force this bond to insure and guarantee that the Principal will fulfill his obligation of restoration and maintenance of subject property for a period of one (1) year beginning immediately at the time of completion of construction described in the Contract. The terms and conditions and agreements of restoration and maintenance are more particularly described in the Proposal.

PROVIDED FURTHER, that no final settlement between the County and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed as original, this \_\_\_\_ day of \_\_\_\_\_, 1989.

PERFORMANCE PAYMENT BOND (Page 3)

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (S)  
\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness to Surety  
\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_  
(Address - Zip Code)

REVIEWED:

\_\_\_\_\_  
LAURENCE KRESSEL  
County Counsel

By \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

DESCRIPTION OF WORK TO BE DONE  
AND SPECIAL PROVISIONS

On the inserted sheets which follow is given a description of the work to be performed under this particular contract, together with special provisions and instructions supplementing and qualifying the foregoing standard specifications and general provisions making them applicable to the particular work to be done. In case of conflict between these special provisions and instructions and the standard specifications, general provisions or plans, the special provisions and instructions shall govern.

MULTNOMAH COUNTY SUPPLEMENT  
TO OREGON STATE HIGHWAY DIVISION  
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

SECTION 101 - DEFINITIONS AND TERMS

ALL REFERENCES TO THE STATE, OFFICERS, COMMISSIONS, DIVISIONS, REPRESENTATIVES AND DEPARTMENTS AS THE CONTRACTING AGENCY SHALL BE UNDERSTOOD TO REFER TO MULTNOMAH COUNTY, ITS OFFICERS, COMMISSIONS, DIVISIONS, REPRESENTATIVES AND DEPARTMENTS.

Section 101.02 - Definitions

In accordance with the above, words referring to the State, its officers, divisions, etc., shall be understood to refer to Multnomah County and its equivalent officers, commissions, etc., as follows:

Commission - Transportation Commission - County equivalent is the Board of County Commissioners of Multnomah County, Oregon, Room 606, County Courthouse, 1021 S.W. 4th Avenue, Portland, Oregon 97204.

Division - Highway Division - County equivalent is the Transportation Division of the Department of Environmental Services of Multnomah County, Oregon, 1620 S.E. 190th Avenue, Portland, Oregon 97233.

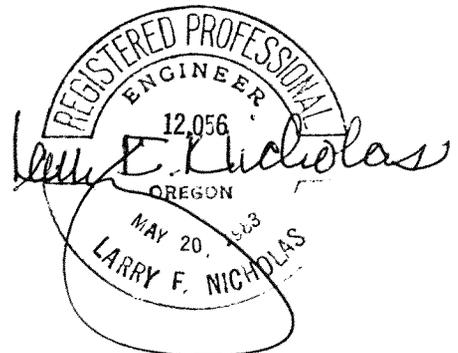
Engineer - County equivalent is the County Engineer of Multnomah County, Oregon, acting either directly or through his authorized representatives.

Project - The specific work described in the proposal and depicted on the plans, to be performed under the contract.

State Controlled Lands - County equivalent is the areas which are controlled, under jurisdiction of, or owned by Multnomah County.

Add the following definition:

Department - The Department of Environmental Services of Multnomah County, Oregon.



SPECIAL PROVISIONS

Work Features

The work to be done consists of removing and delivering guardrail, disposing of guardrail, scalping to remove vegetation and topsoil, furnishing and placing aggregate base, and furnishing and installing guardrail at these locations: SE 190th Drive, SE 174th Ave., Walters Road, and Palmlblad Road.

Completion Time Limit

The work to be done under the contract shall be completed before the elapse of 30 calendar workdays.

Applicable Standard Specifications

The Standard Specifications which are applicable to the work on this project are the "Standard Specifications for Highway Construction" of the Oregon State Highway Division 1984.

All number reference in these special provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing like numbers.

AFFIRMATIVE ACTION REQUIREMENTS  
EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to the conditions and requirements, bound herein, for employment, training, reporting, etc., in connection with the employment of minorities.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders - Delete the first and second paragraphs and substitute the following:

Pursuant to the Administrative Rules of the Multnomah County Public Contract Review Board (Ar-40.030) - Prequalification of contractors shall be required for all projects estimated to cost more than \$50,000.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS, Cont'd

Prequalifications shall be made through the Department of General Services, Purchasing Division, 2505 SE 11th Avenue, Portland, OR 97202.

102.02 Contents of Proposal Form - Delete the first sentence of this subsection of the Standard Specifications and substitute the following:

The proposal form for bidding purposes will be furnished to prospective bidders as hereinafter set forth under subsection 102.03.

102.10 Proposal Guaranty - In the second paragraph, change the reference to ten (10) days to read five (5) days.

Delete the third paragraph and substitute the following:

If a proposal bond is given, it must be executed on the approved form of Multnomah County. A copy of this form is included with all proposals and may be detached to facilitate execution of same.

102.12 Delivery of Proposals - All proposals shall be delivered in conformance with the requirements of this subsection of the Standard Specifications. The office designated for receipt of proposals and for withdrawal or revision of proposals is the Office of Purchasing Director, 2505 SE 11th Ave., Portland, OR 97202.

102.19 Contract Forms, Plans, and Specifications - Delete the first paragraph and substitute the following:

The contract which the successful bidder will be required to sign shall be of the form currently in use by Multnomah County. A copy of the form may be acquired from the County Engineer.

Contract Drawings - Drawings pertaining to and becoming a part of this contract are those of Multnomah County Department of Environmental Services entitled:

**Johnson Creek Bridge Guardrail**

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.03 - Performance Bond - Delete the last sentence and substitute the following:

SECTION 103 - AWARD AND EXECUTION OF CONTRACT Cont'd

The Performance Bond shall be executed on the approved form of Multnomah County.

103.06 Execution of Contract and Bond - Change the reference to ten (10) days to read five (5) days.

SECTION 104 - SCOPE OF WORK

104.02 Alteration of Plans or Character of Work - Supplement Subsection 104.02 as follows:

Variation of Quantities - Due to the nature of the work, Multnomah County reserves the right to increase or decrease the quantities required on the project. There is no guarantee that the actual pay quantities will approximate the estimated quantities shown in the plan summary or in the bid schedule. The provisions of subsection 109.04, 109.05, and 109.06 concerning adjustments will not apply, and no adjustment in contract unit prices will be allowed due to the increase, decrease or elimination of work on these items.

104.05 Maintenance of Traffic Through the Work - Supplement Subsection 104.05 as follows:

Before or during the course of the work, if inclement weather makes traveling or working on any of the planned roads hazardous, especially if the pavement surface becomes icy, the contractor shall suspend operations until, in the opinion of the Engineer, conditions improve enough to allow beginning or resumption of work.

The Contractor shall assume all responsibility for adequate traffic protection. The Contractor shall provide and maintain in a safe condition all necessary temporary approaches or crossings. Upon failure to immediately provide the necessary flaggers or to provide, erect, maintain, and remove barricades, light, and standard signs when so ordered, the Engineer shall be at liberty, without further notice to the Contractor or the Contractor's surety, to do so and deduct all of the costs thereof from any payment due or coming due to the Contractor.

The Contractor shall have a person on the job during working hours and on call at all other times who shall have the responsibility to maintain all directional and warning devices in proper position at all times. No separate or additional payment will be made for this person as payment thereof will be considered incidental.

SECTION 104 - SCOPE OF WORK, Cont'd

All requirements regarding traffic control, closures, signing and hazard lighting shall be furnished, installed, and maintained by the Contractor throughout this contract.

The cost of installing and maintaining the traffic control devices shall be as provided in Section 111.81 and 111.91 of the Special Provisions.

The Contractor must submit a traffic control plan showing the types and locations of directional and warning devices, to be approved by the County Traffic Engineer.

The Contractor will be required to maintain existing lanes of traffic in each direction through the project at all times, except when necessary one lane may be closed to traffic in the immediate work area, but only during those hours when work is actually being performed.

Approval of traffic control plans is tacit only and does not relieve the contractor of his responsibilities under contract. The contractor shall assume all responsibility for adequate traffic protection.

No work can commence on this project until all approved devices are in place. Traffic control shall conform to the applicable provisions of Part VI of the Manual of Traffic Control Devices for Streets and Highways.

SECTION 105 - CONTROL OF WORK

105.06 Utilities - Supplement Subsection 105.06 as follows:

The following is a known list of the utilities within the limits of this project:

- General Telephone
- Portland General Electric
- Northwest Natural Gas
- Powell Valley Road Water
- Wolf Creek Hwy. Water District
- City of Portland Water Bureau
- City of Portland Sewer
- City of Gresham Water
- Portland Traction Company
- City of Gresham Sewer
- Rogers Cablesystems

The Contractor shall, at least 24 hours in advance of performing any work in the immediate vicinity of utility lines, contact the utilities to request the location and marking of buried utility facilities.

Information shown as to the location of existing watercourses, drains, sewer lines, or utility lines which cross or are adjacent to the project, has been compiled from the best available sources, but is not guaranteed to be accurate.

Ordinarily, utility companies responsible for facilities located within the right-of-way will be required to complete any installation, relocation, repair, or replacement prior to the commencement of work by the Contractor. However, when this is not feasible or practicable or the need for such work was not foreseen, such utility owners or the owner shall have the right to enter upon the right-of-way and upon any structures therein for the purpose of making new installations, changes or repairs. The Contractor shall conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement.

The Contractor shall be responsible for all costs for the repair of damage to the contract work or to any utility, previously known or disclosed during the work, as may be caused by operations. The Contractor shall maintain in place utilities now shown on the drawing to be relocated or altered by others and shall maintain utilities which are relocated by others in their relocated project work. All costs for such work shall be included in the prices bid for the various items of work.

#### 105.08 Construction Stakes, Lines, and Grades

Add the following:

The Contractor shall give notice to the Engineer not less than two working days in advance of when survey services will be required in connection with the laying out of any portion of the work.

#### 105.15 Weight and Speed Limitations on Contractor's Vehicles and Equipment - Supplement Subsection 105.15 as follows:

(d) Under no circumstances will the contractor be permitted to haul and/or move any equipment, supplies or material over any street other than a paved city street, a county road, or a state highway. The contractor shall not use any earth moving equipment other than trucks with rubber tires when hauling materials over public roads and streets within or outside the limits of the project.

SECTION 106 - CONTROL OF MATERIALS

106.08 Samples, Tests and Cited Specifications of Materials - Supplement and/or modify Subsection 106.08 as follows:

All material certifications shall show the name of this project as the destination of materials incorporated in the project.

Compaction tests may be taken on all materials as provided in these specifications. All materials not meeting the specified compaction requirements shall be removed, replaced, and recompactd by the Contractor at no cost to the County. The Contractor shall give notice to the Engineer not less than 24 hours in advance of when a particular item of work will be ready for compaction testing.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

The contractor shall carry as a minimum personal injury and property damage, insurance in the amounts of \$500,000 per person for personal injury, \$250,000 for property damage, and \$1,000,000 total for all claims arising out of a single accident or occurrence. The contractor shall include Multnomah County by and through its Department of Environmental Services, its officers, agents and employees, as named insured on insurance policies issued for this project, or shall furnish an additional insured endorsement naming the same as additional insured to the contractor's existing public liability and property damage insurance.

Before the contract is executed, the contractor shall furnish to the Department, a certificate of insurance for the limits set forth above, which is to be in force and applicable to the project.

The insurance coverage shall not be amended, altered, modified or canceled insofar as the coverage contemplated herein is concerned, without at least 30 days notice mailed by registered mail to the engineer.

107.22 Contractor's Responsibility for Utility Property and Service

Add the following:

It shall be prima facie notification if a valve, valve box or utility meter is visible under ordinary conditions, marked by a stake or a reference stake or is pointed out to the contractor or his representative. The staking and pointing out by an employee of the utility will have the same force as if it were done by the Engineer. So, under these conditions, the contractor will be fully responsible for damage to these items.

SECTION 108 - PROSECUTION AND PROGRESS108.09 Adjustment of Contract Time

Add the following:

In addition to the causes listed which will be considered by the engineer for an adjustment of contract time, the engineer will consider a delay in delivery of material as a cause for an adjustment of time.

If a contractor has a bona fide delay in delivery of material which could not have been anticipated or prevented by him, and such delay is documented to the engineer in writing on the County's form for time extension with the consent of the surety endorsed thereon, and if such documentation satisfies the engineer that such delay is a valid cause for an extension of time, the contract time for the project will be adjusted by the number of days determined by the engineer to be a reasonable and equitable adjustment of the contract time.

It is understood and agreed that an adjustment of contract time as above provided shall be the contractor's sole remedy for any delay in delivery of materials and delay in completion of the project. The contractor will not be entitled to collect or recover any damages, loss or expense incurred by reason of such delays.

108.10 - Failure to Complete on Time and Liquidated Damages

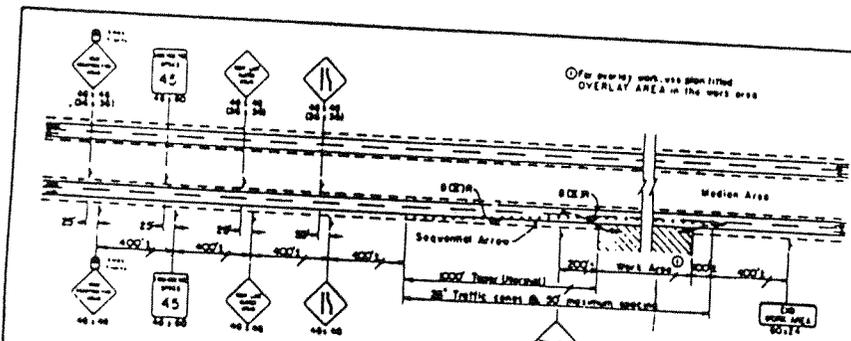
The Contractor's attention is directed to the provisions of this subsection. Per diem liquidated damages to be assessed on this project will be \$65.00 per calendar day.

SECTION 111 - TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

The contractor's attention is directed to the provisions of Subsection 104.05, "Maintenance of Traffic Through The Work", of these Special Provisions.

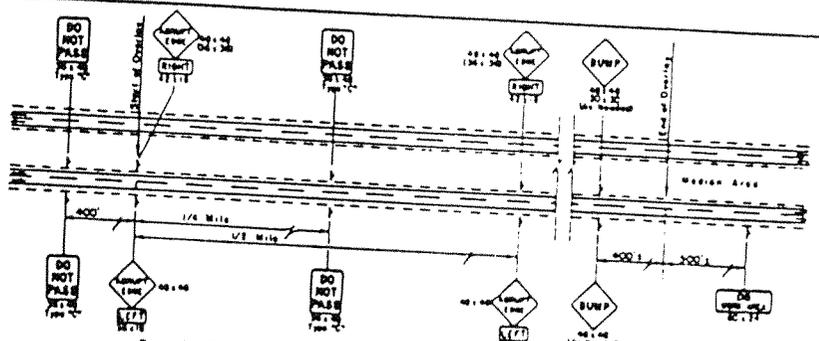
Paragraph 4 and 5 of Subsection 111.02, "General Requirements", are amended to read as follows:

The contractor shall furnish and maintain in a safe condition, all necessary temporary traffic protective and directional measures as herein provided. Upon failure to immediately provide and/or maintain the necessary measures when so ordered, the Engineer shall be at liberty, without further notice to the Contractor or the Contractor's surety, to do so and deduct all



**DIVIDED HIGHWAY  
ONE LANE CLOSURE**

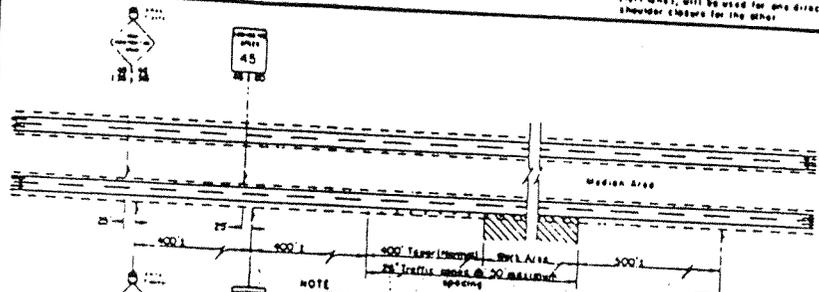
NOTE: When work area is in right lane, the cones are to be placed to close "RIGHT LANE CLOSED AHEAD" and transition signs are to be replaced with "LEFT LANE CLOSED AHEAD" and transition signs. When replacing the metal median barrier in areas where the median is 9' 0" or less in width, a one lane closure (left lane) will be required for each direction of traffic. If the median is more than 9' 0" in width, a one lane closure (left lane) will be used for one direction of traffic and an interior shoulder closure for the other.



**DIVIDED HIGHWAY  
OVERLAY AREA**

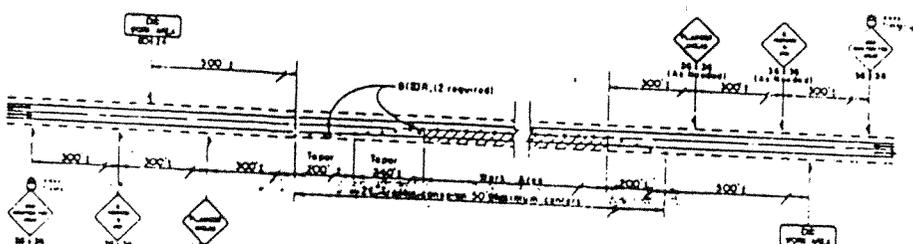
ON OVERLAY WORK USE THIS PLAN IN WORK AREA

NOTE: Equipment "DO NOT PASS" and "ABRAPT EDGE" signs with appropriate taper to be installed alternately on both sides of highway at 1/4 mile intervals throughout overlay or work area where applicable.



**DIVIDED HIGHWAY  
SHOULDER CLOSURE**

NOTE: When work area is in left shoulder, the cones are to be placed to close the left shoulder.



**2-LANE, 2-WAY ROADWAY  
SHOULDER/ONE LANE CLOSURE**

**GENERAL NOTES:**

- All signs are to be Type "O" unless otherwise noted on signs.
- Signs and traffic cones shall be installed in conjunction with the work area, shall comply with the work plans.
- Truck movements shown thus: [Symbol]
- Where trucks are entering and leaving the work area use "ONE LANE CLOSURE".
- Extend 20' traffic cones 1000' from the end of the work area along the pointed end to form a traffic deceleration zone.
- Where trucks are permitted to cross the median, a "ONE LANE CLOSURE" (right lane), will be required for each direction of traffic. In areas where the median is 9' 0" or less use sign sizes shown.
- The "BE PREPARED TO STOP" sign shall be used only in conjunction with the "FLAGGER AHEAD" sign.
- When replacing the metal median barrier, a left lane closure will be required for one direction of traffic and a shoulder closure for the other.

To be accompanied by DTS No. 31, 35, 36, 37, 38 & 39

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION  
STANDARDS

**TEMPORARY PROTECTION  
& DIRECTION OF TRAFFIC  
SHOULDER & ONE-LANE CLOSURES,  
OVERLAY OR WORK AREAS**

REVISIONS: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

DWG NO 2201

SECTION 111 - TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC, Cont'd

of the costs thereof from any payments due or coming due the Contractor. The responsibility for making provision for traffic and for providing protective directional measures shall lie solely with the Contractor.

111.02 General Requirements - Work which would restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time unless otherwise shown of plans or prior written approval has been obtained from the engineer.

111.81 Measurement and 111.91 Payment

Temporary protection and direction of traffic shall be paid for on a lump sum basis.

The pay items shall be:

Temporary protection and direction of traffic - Lump Sum.

Payment for the temporary protection and direction of traffic shall include the cost of all temporary measures for the protection, convenience and control of traffic, including all signing, flagging, temporary road approaches and driveways, barricades, miscellaneous items, and no additional compensation will be allowed therefore.

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

The removal of structures and obstructions shall be performed in conformance with Section 202 of the Standard Specifications, supplemented and/or modified as follows:

Construction

202.31 Area of Work and General Requirements - Delete the third paragraph and insert the following in its place.

Salvageable rail members and fasteners, including nuts, bolts, and washers, shall remain the property of Multnomah County. As directed by the Engineer, the Contractor shall deliver these salvaged materials to:

Multnomah County  
Yeon Shops  
1620 SE 190th Ave.  
Portland, OR 97233

SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS, Cont'd

202.31 Area of Work and General Requirements, Cont'd

All other materials, including posts and damaged rail deemed unsuitable by the Engineer, shall become the property of the Contractor at the place of origin, and shall be disposed of by him outside the limits of the project in conformance to all laws, regulations, and rules legally imposed on such activities.

At all sites the Contractor shall install new guardrail no later than 72 hours after removal of existing guardrail.

Payment

202.91 Lump Sum Basis - The Pay Item shall be:

Removal of Guard Rail - Lump Sum

Payment shall include all work of removal, transportation, and stockpiling and no additional compensation will be allowed therefore.

SECTION 233 - WATERING

Watering shall be performed in conformance with Section 233 of the Standard Specifications, supplemented and/or modified as follows:

Payment

233.91 Water - The pay item shall be:

Watering - "M" Gals.

SECTION 304 - AGGREGATE SHOULDERS, SUBBASE, AND BASE

Aggregate base shall be constructed in conformance with Section 304 of the Standard Specifications, supplemented and/or modified as follows:

Construction

304.31 - Preparation of Foundation - Substitute the following:

In preparation of subsequent layers of aggregate base material and to remove vegetative matter and topsoil, the Contractor shall scalp, excavate,

SECTION 304 - AGGREGATE SHOULDERS, SUBBASE, AND BASE, Cont'd

and grade the area outside the existing shoulder to a width that extends to the guardrail to be installed and to a depth that provides a firm foundation for the placement of aggregates thereon. Scalped materials shall be disposed of on site, as directed by the Engineer. It is anticipated that the average depth of scalping should not exceed 12 inches, however local soft spots may have to be removed. Finish grading shall include the area between the outside face of guardrail posts and the edge of pavement.

304.36 - Care of Work - Contamination of sub-bases or bases by the placement of foreign material thereon will not be allowed. Any contaminated sub-bases or bases shall be removed from the roadway and replaced at the Contractor's expense.

Measurement

304.82 - Aggregate Base - Delete this section entirely and replace it with the following:

Measurement of aggregate base material will be by the ton.

Payment

304.91 General - Quantities of aggregate base material will be paid for at the contract price per ton.

The Pay Item will be:

1"- 0 Aggregate Base - Ton

The unit price bid for these items shall include the cost of furnishing, hauling, placing, compacting, and processing the material. No separate payment will be made for the scalping, excavating, and grading of the shoulder area.

SECTION 606 - GUARD RAIL AND BARRIERS

Guard Rail shall be constructed in conformance with Section 606 of the Standard Specifications, supplemented and/or modified as follows:

Materials

606.11 General - Delete the second paragraph of this subsection and replace it with the following:

SECTION 606 - GUARD RAIL AND BARRIERS Cont'd

Salvaged material shall not be used in the construction of new guardrail on this project.

606.16 Use of Salvaged Materials - Delete this subsection entirely.

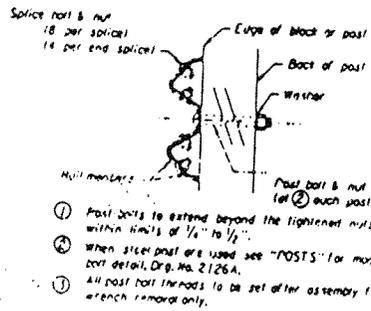
See plans for rail connection to bridge ends. 6" x 8" x 10' special posts will be paid for under the Bid Item "Extra for 10 ft. post" and are used where designated on the plans.

Payment

606.91 General - The pay items will be as follows:

Guard Rail, Type 2A	Linear Foot
Guard Rail Anchors, Type 1	Each
Rail End Pieces, Type C	Each
Rail End Pieces, Terminal Connector	Each
Extra for 10 ft. Post	Each

Payment at the contract price per unit of measurement will be full compensation for all labor, tools, equipment and incidentals necessary to complete the work as specified including all necessary excavation and backfill. This includes handwork, augering, drilling, or any other means required to install guardrail posts.



- 1 Post bolts to extend beyond the tightened nuts within limits of  $\frac{1}{4}$ " to  $\frac{1}{2}$ "
- 2 When steel post are used see "POSTS" for modified bolt detail, Dwg. No. 2126A.
- 3 All post bolt threads to be set after assembly for wrench removal only.

FITTINGS

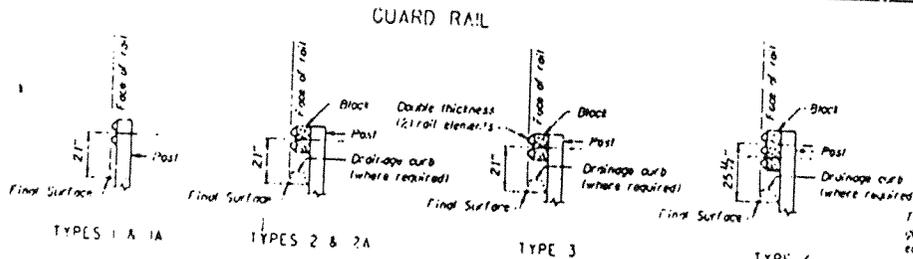
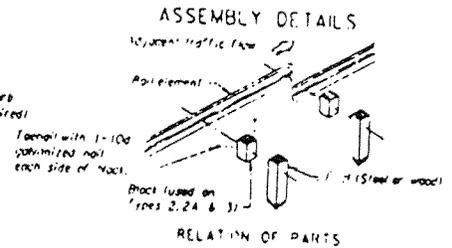


TABLE OF POST SPACING

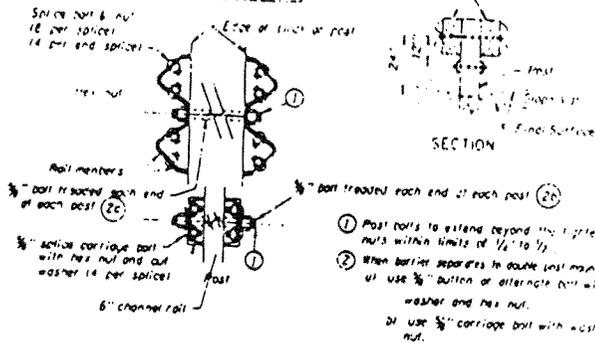
TYPE	1 & 2	1A & 2A	3	4
SPACING	12'-6"	6'-3"	3'-1 1/2"	6'-3"



RELATION OF PARTS

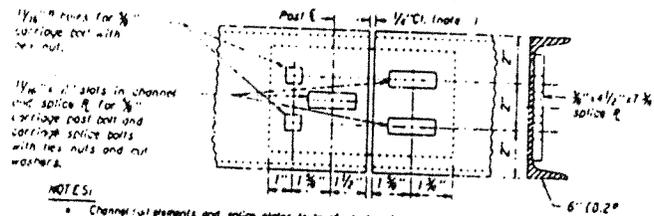
METAL MEDIAN BARRIER

NOTE: Metal median barrier post spacing 6'-3" and construction for variations.



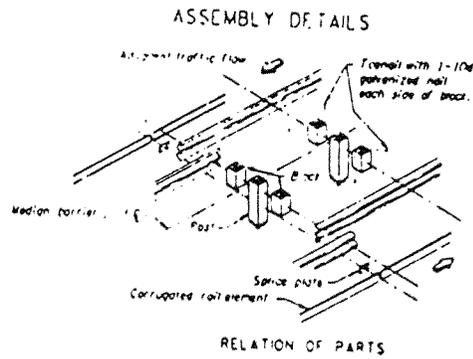
- 1 Post bolts to extend beyond the tightened nuts within limits of  $\frac{1}{4}$ " to  $\frac{1}{2}$ "
- 2 When barrier separates to double end mounting of use  $\frac{3}{8}$ " button or alternate bolt with washer and hex nut.  
or use  $\frac{3}{8}$ " carriage bolt with washer and nut.

CHANNEL RAIL AND SPLICE PLATE  
(METAL MEDIAN BARRIER)



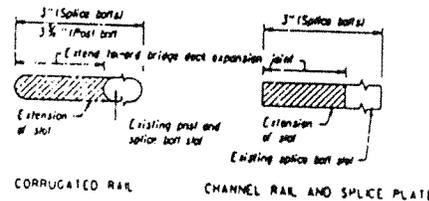
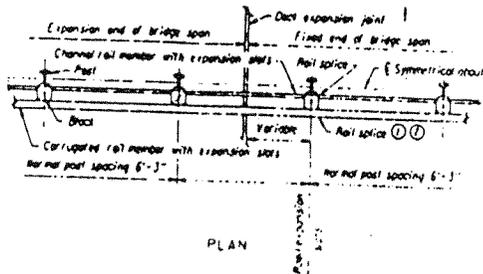
NOTES:

- Channel rail elements and splice plates to be of steel conforming to ASTM A-36 and to be galvanized after fabrication in accordance with ASSHTO 8111.
- Nuts, bolts and other hardware for channel rail assembly shall conform to OSMD Standard Specifications sub-section 710.08.
- Clearance to be  $1\frac{1}{2}$ " at rail splice for bridge expansion joints.



RELATION OF PARTS

METAL MEDIAN BARRIER INSTALLATION AT BRIDGE DECK EXPANSION JOINT



NOTES:

- 1 Place 2- $\frac{1}{2}$ " polytetrafluoroethylene (PTFE) sheet between corrugated rail members. The sheets shall be 12 $\frac{1}{2}$ " x 19"
- 2 Adjust nuts to provide a sliding fit and set threads to prevent loosening.

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION  
STANDARD

**GUARD RAIL AND METAL MEDIAN BARRIER**  
JUNE 1980

DRG. NO. 2126

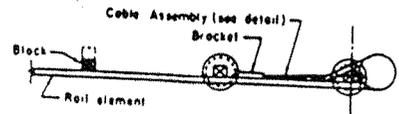
2-6.1

2-6.1



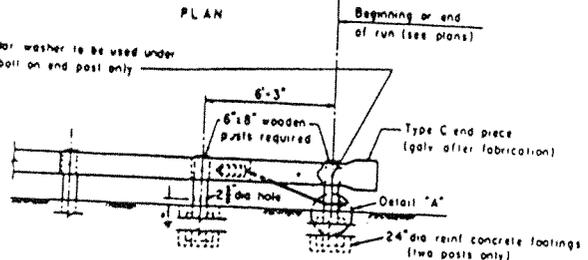
**ANCHORS (Concrete)**  
(Where shown on plans)

**TYPE I**  
Breakaway Cable Terminal

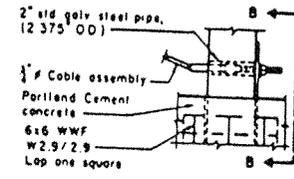


PLAN

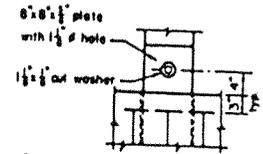
Rectangular washer to be used under head of bolt on end post only



ELEVATION



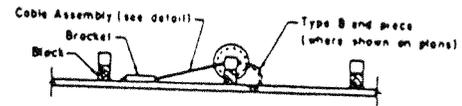
DETAIL "A"



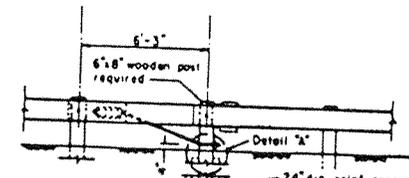
VIEW B-B

Portion of post embedded in concrete shall have a wrap of 1/4" thick expanded polystyrene foam sheathing

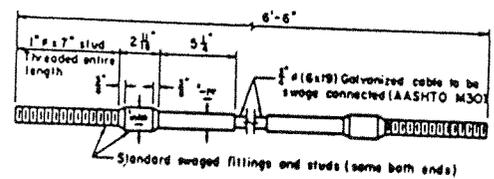
**TYPE I MODIFIED**



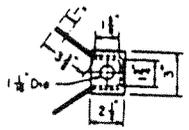
PLAN



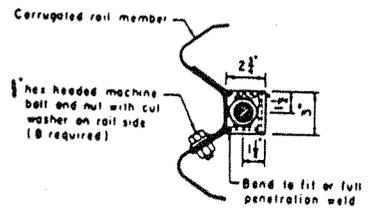
ELEVATION



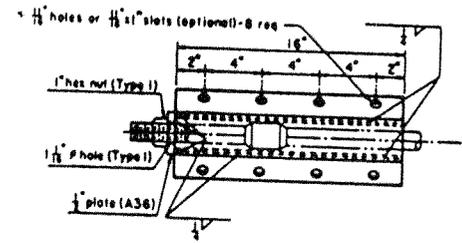
CABLE ASSEMBLY



END VIEW  
Alternate No. 1



END VIEW  
Alternate No. 2  
BRACKET



BACK VIEW  
NOTE: All plate for bracket to be 1/4" thick (A-36) steel unless otherwise noted.

**GENERAL NOTES**

1. (a) Cable Assembly to be tightened to a test condition on initial installation.  
 (b) Final tension check and tightening of cable assembly as required to be done 30 days following initial installation.
2. For Alternate Foundation see Div 2126F

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

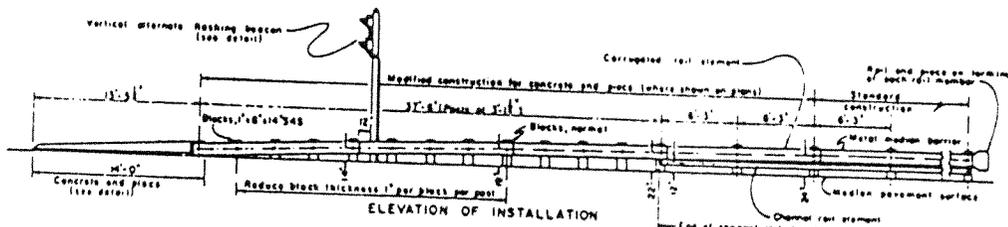
STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION  
STANDARD

**GUARD RAIL ANCHORS (CONCRETE)**  
DATE: 1962

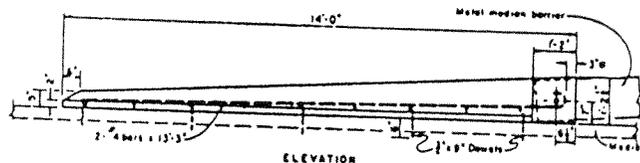
DESIGNED BY	CHECKED BY	APPROVED BY
DRAWN BY	DATE	DATE

ORG. NO. 2126D

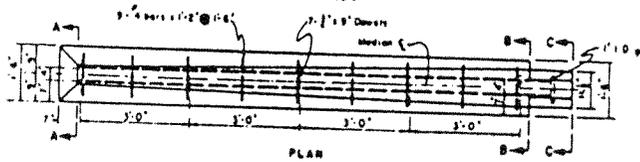
### END CONSTRUCTION



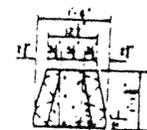
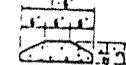
ELEVATION OF INSTALLATION



ELEVATION

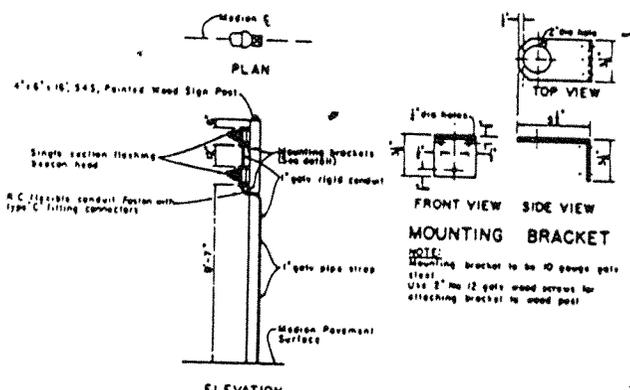


PLAN



NOTE: All reinforcing steel shall be placed 1/4" clear of nearest face of concrete unless stated otherwise.

### CONCRETE END PIECE



ELEVATION

### VERTICAL ALTERNATE FLASHING BEACON

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

STATE OF OREGON  
 DEPARTMENT OF TRANSPORTATION  
 STATE HIGHWAY DIVISION  
 STANDARD

### METAL MEDIAN BARRIER END TREATMENT

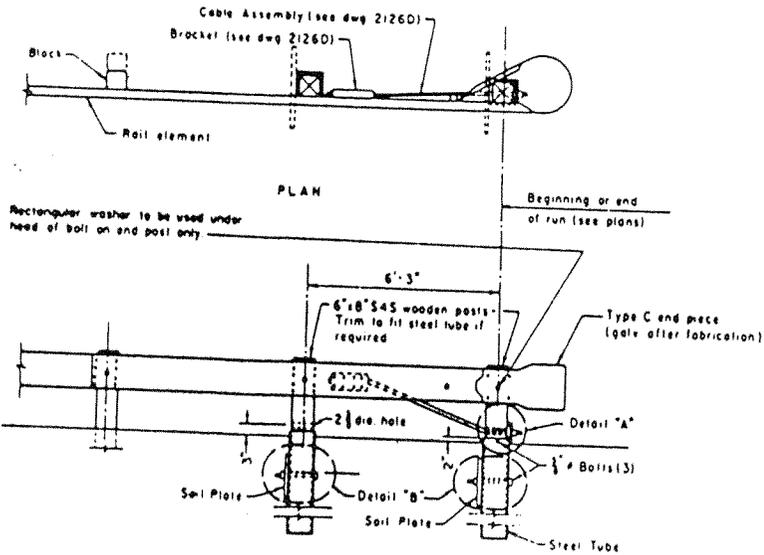
JUNE, 1980

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 DATE: [Signature]  
 DRG. NO. 2126-E

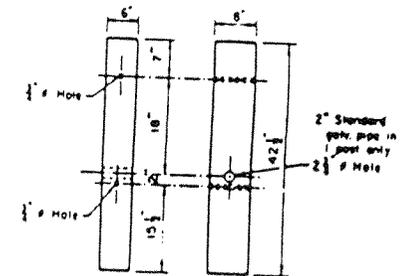
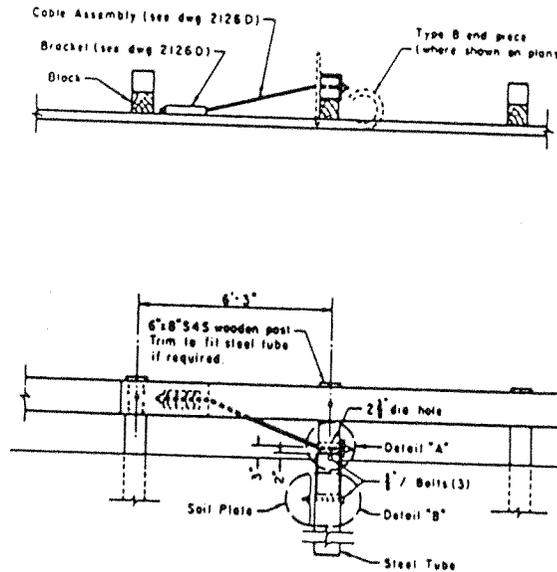
# ANCHORS (Steel)

(Where shown on plans)

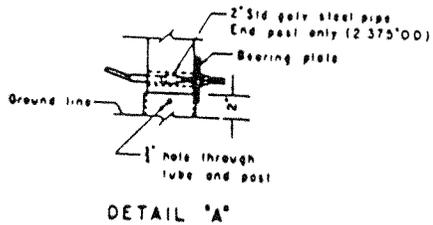
## TYPE I ALTERNATE FOUNDATION Breakaway Cable Terminal



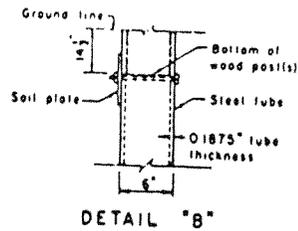
## TYPE I ALTERNATE MODIFIED



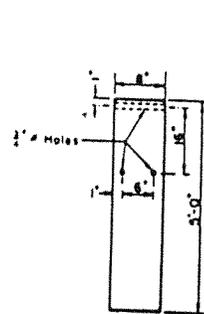
WOOD BREAKAWAY POST



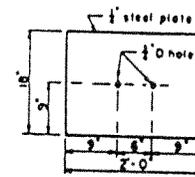
DETAIL "A"



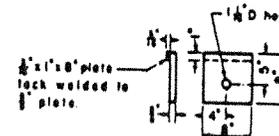
DETAIL "B"



STEEL TUBE



SOIL PLATE



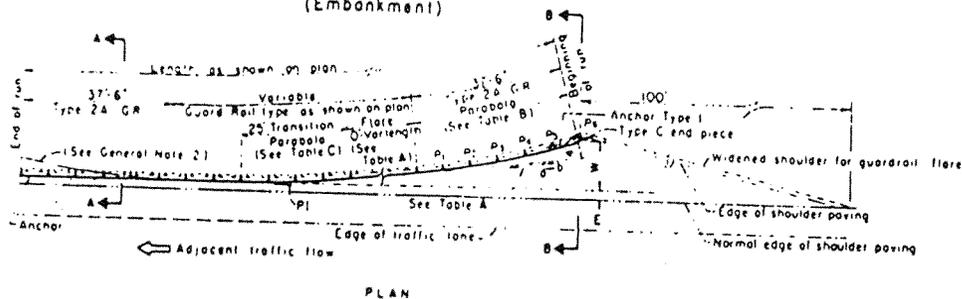
BEARING PLATE

### GENERAL NOTES

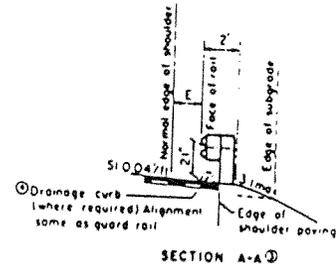
1. (a) Cable Assembly to be tightened to a taut condition on initial installation.  
(b) Final tension check and tightening of cable assembly as required to be done 30 days following initial installation.
2. This Alternate Foundation can be used in place of the concrete foundation as shown on Dwg 2126D.

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.	
STATE OF OREGON DEPARTMENT OF TRANSPORTATION STATE STANDARD SPECIFICATIONS STANDARD	
<b>GUARD RAIL ANCHORS (STEEL)</b>	
NOVEMBER, 1953	
DESIGNED BY	APPROVED
DRAWN BY	CHECKED BY
DATE	DATE
DRG. NO. 2126F	

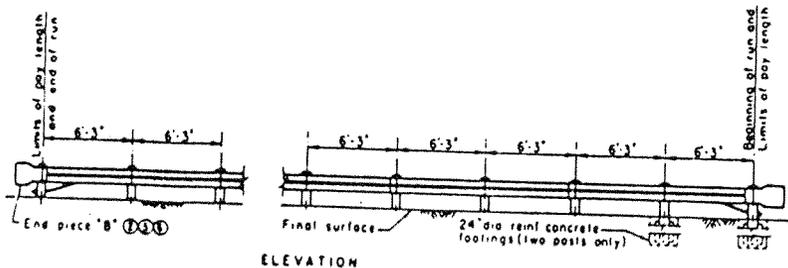
**TERMINALS  
(Embankment)**



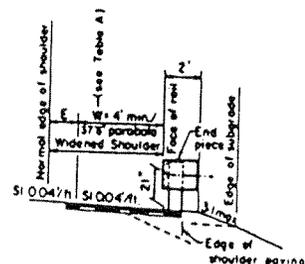
PLAN



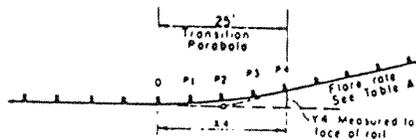
SECTION A-A



ELEVATION



SECTION B-B



**TABLE A  
FLARE RATES**

OPERATING SPEED	FLARE RATE R:B	NORMAL FLARE LENGTH	NORMAL W
70	15:1	12.5'	8.1
60	13:1	12.5'	8.8
50	11:1	0	8.5
40	9:1	0	9.5

**TABLE C  
TRANSITION PARABOLA ONLY**

MPH	FLARE RATE R:B	POST NUMBER			
		P1	P2	P3	P4
X	6.25'	12.49'	18.72'	24.92'	31.14'
70	15:1	Y 05'	21'	47'	83'
60	13:1	Y 06'	24'	54'	96'
50	11:1	Y 07'	29'	64'	114'
40	9:1	Y 09'	35'	78'	139'

**TABLE B  
37'-6" END PARABOLA**

	POST NUMBER					
	P1	P2	P3	P4	P5	P6
X	6.25'	12.49'	18.72'	24.92'	31.09'	37.22'
Y	11'	45'	101'	179'	279'	400'

E\*0 at median shoulders less than 10' in width  
E\*2 where shown on plans (Exceptions may be approved when additional widening is not practical due to severe constraints)

**GENERAL NOTES**

- For details not shown see Dets No 2126, 2126A, 2126D, 2126F, 2126H & 2126I
- On two lane highways, both ends of guard rail runs will be provided with Type I anchors and Type C end piece and be flared a minimum of 4' with a 37'-6" parabola
- Types 2 and 2A guard rail shown Face of rail to be in same location for Types I & II
- Only blocked-out guard rail will be used with drainage curbs
- Where a flared terminal end is buried, a Type I modified anchor will be attached to the first post having normal exposure adjacent to the buried portion
- Trailing ends (freeways and similar one-way facilities) not exposed to opposing traffic  
 (a) Guard rail terminals, use a Type I modified anchor, Type B end piece and do not flare.  
 (b) At bridge ends, omit Type 3 guard rail and substitute the normal required guard rail
- (a) All bolts except adjustment bolts shall be drawn tight on rails and components on initial installation  
 (b) Final tightness check on rail and component bolts and retightening as required to be done 30 days after initial installation

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION  
STAMPING

**GUARD RAIL  
INSTALLATION  
TERMINALS (Embankment)**

JUNE, 1999

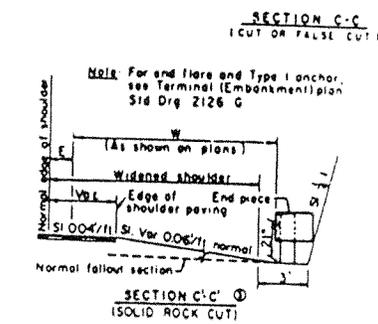
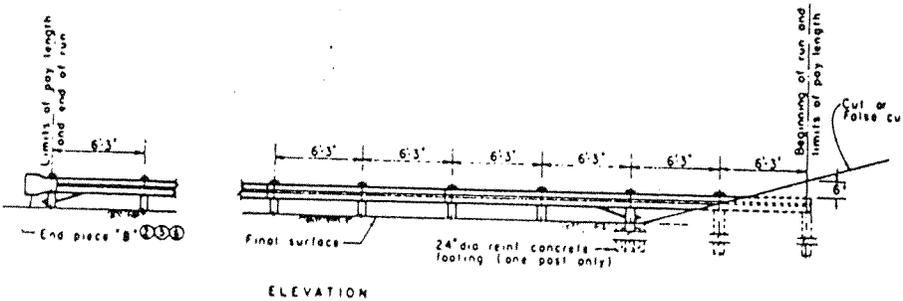
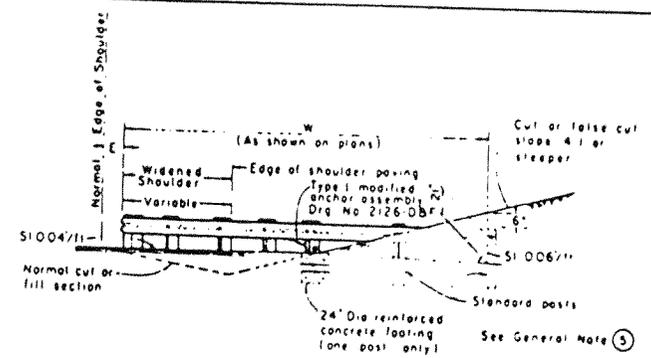
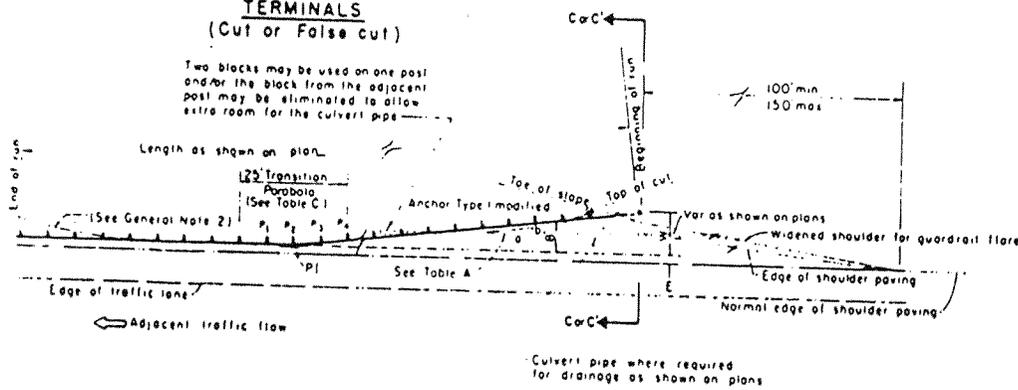
DESIGNED BY: [ ]  
CHECKED BY: [ ]  
DATE: [ ]

APPROVED BY: [ ]  
DATE: [ ]

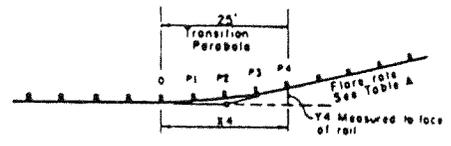
DRG. NO. 2126 B

### TERMINALS (Cut or False cut)

Two blocks may be used on one post and/or the block from the adjacent post may be eliminated to allow extra room for the culvert pipe.



- #### GENERAL NOTES
- For details not shown see Drgs No 2126, 2126D, 2126F, 2126G & 2126I.
  - On two lane highways, both ends of guard rail runs will be provided with Type I anchors or Type C end piece and be flared a minimum 4 feet with a 37:6\"/>
  - Types 2 and 2A guard rail shown face of rail to be in same location for Types 1 B 1A.
  - Only bracketed-out guard rail will be used with drainage curbs.
  - Where a flared terminal end is buried, a Type I modified anchor will be attached to the first post having normal exposure adjacent to the buried portion.
  - Trailing ends (freeways and similar one-way facilities) not exposed to opposing traffic:
    - Guard rail terminals, use a Type I modified anchor, Type B end piece and do not flare.
    - At bridge ends, omit Type 3 guard rail and substitute the normal required guard rail.
  - All bolts except adjustment bolts shall be drawn tight on rails and components on initial installation.
    - Final tightness check on rail end component bolts and retightening as required to be done 30 days after initial installation.



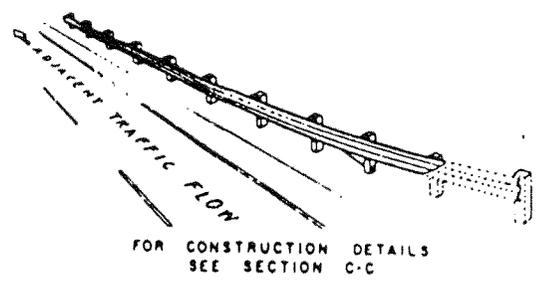
#### FLARE RATES - TABLE A

OPERATING SPEED	FLARE RATE e:b	NORMAL FLARE LENGTH	NORMAL W
70	15:1	12.5'	81'
60	13:1	12.5'	88'
50	11:1	0	85'
40	9:1	0	95'

#### TABLE C TRANSITION PARABOLA ONLY

M.P.H.	FLARE RATE e:b	Y	POST NUMBER			
			P1	P2	P3	P4
70	15:1	Y	05'	21'	47'	83'
60	13:1	Y	06'	24'	54'	96'
50	11:1	Y	07'	29'	64'	114'
40	9:1	Y	09'	35'	78'	139'

#### TABLE B 37'-6\"/> | X | POST NUMBER | | | | | | |---|-------------|--------|--------|--------|--------|--------| | | P1 | P2 | P3 | P4 | P5 | P6 | | X | 6.25' | 12.49' | 18.72' | 24.92' | 31.09' | 37.22' | | Y | 11' | 45' | 101' | 179' | 279' | 400' |



E+0' of median shoulders less than 10' in width.  
E+2' where shown on plans (Exceptions may be approved when additional widening is not practical due to severe constraints)

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

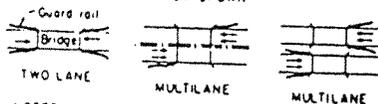
STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS  
STANDARD  
**GUARD RAIL  
INSTALLATION  
TERMINALS (Cut or False cut)**

DATE: 1984  
REVISED: 1975, 1978, 1980  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

ORG. NO. 2126

### LOCATIONS AT BRIDGE ENDS

MINIMUM SHOWN



TWO LANE

MULTILANE

MULTILANE

NOTES

- Guard rail at indicated positions is required for protection at bridge ends. Additional guard rail is to be installed as required by guard rail warrant and fastened to bridge.
- Face of guard rail at locations shown above must match face of bridge curb or bridge rail on structures without curb.

### TYPE 3 GUARD RAIL USE AT BRIDGE ENDS

FOR LOCATIONS SHOWN ABOVE

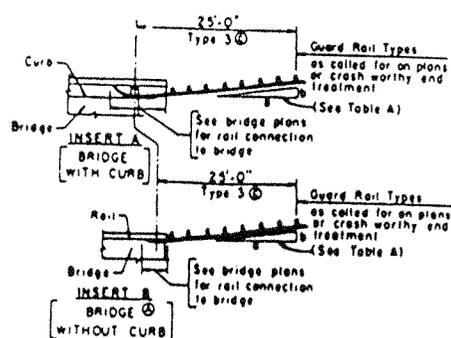
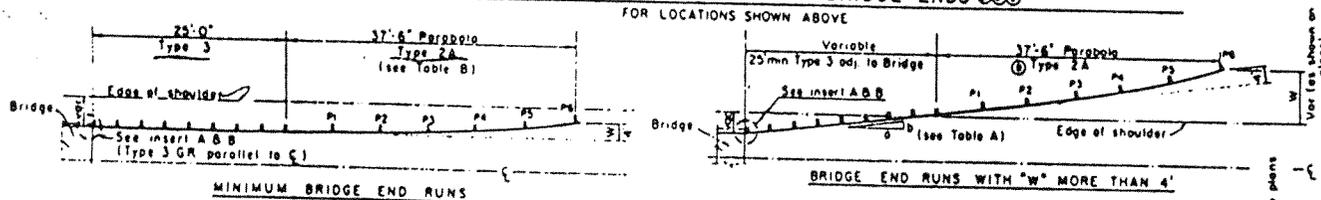


TABLE A  
FLARE RATES

OPERATING SPEED	FLARE RATE a-b
70	15:1
60	13:1
50	11:1
40	9:1

TABLE C  
TRANSITION PARABOLA ONLY

MPM	FLARE RATE a:b		POST NUMBER			
			P1	P2	P3	P4
70	15:1	Y	05'	21'	47'	83'
60	13:1	Y	06'	24'	54'	96'
50	11:1	Y	07'	29'	64'	114'
40	9:1	Y	09'	35'	78'	139'

TABLE B  
37' 6" END PARABOLA

	POST NUMBER					
	P1	P2	P3	P4	P5	P6
X	6 25'	12 49'	18 72'	24 92'	31 09'	37 22'
Y	11'	45'	101'	179'	279'	4 00'

E=0' of median shoulders less than 10' in width.  
E=2' where shown on plans (Exceptions may be approved when additional widening is not practical due to severe constraints)

### GENERAL NOTES:

- For details not shown, see Orgs No 2126, 2126A, 2126D, 2126F, 2126G, 2126H
- Types 3, 2A & 2 guard rail shown. Face of rail to be in same location for Types 1 & 1A
- Only blocked-out guard rail will be used with drainage curbs
- Where a flared terminal end is buried, a Type 1 modified rail will be attached between the first and second posts having normal exposure that are adjacent to the buried portion
- Trailing ends (freeways and similar one-way facilities) not exposed to opposing traffic:
  - (a) Guard rail terminals, use a Type 1 modified anchor, Type B end piece and do not flare
  - (b) At bridge ends, omit Type 3 guard rail and substitute the normal required guard rail
- Rail expansion slots to be provided at bridge and connections. See details and notes "METAL MEDIAN BARRIER INSTALLATION OF BRIDGE DECK EXPANSION JOINT", Org No 2126
- Where bridges employ guard rail in lieu of handrail or reticular barriers, adjacent connecting guard rail runs shall be the same type
- (a) All bolts except adjustment bolts shall be drawn tight on rails and components on initial installation
- (b) Final tightness check on rail and component bolts and retightening as required to be done 30 days after initial installation

NOTE: All material and workmanship shall be in accordance with the current State of Oregon Standard Specifications for Highway Construction.

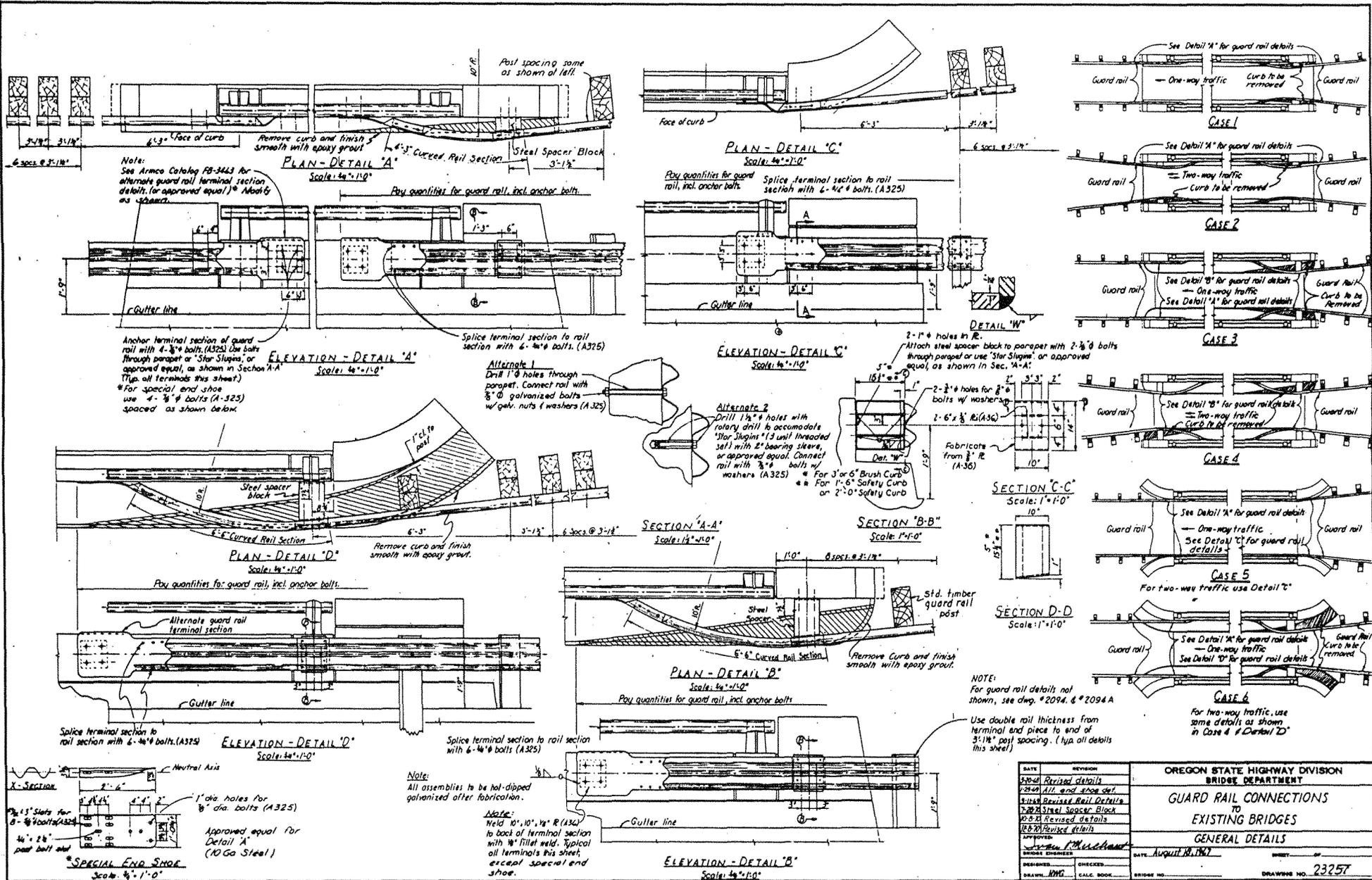
STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY DIVISION  
STANDARD

### GUARD RAIL INSTALLATION AT BRIDGE ENDS

DATE 1984

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

DRG. NO. 8128



DATE	REVISION	OREGON STATE HIGHWAY DIVISION BRIDGE DEPARTMENT	
3/24/61	Revised details	<b>GUARD RAIL CONNECTIONS TO EXISTING BRIDGES</b>  <b>GENERAL DETAILS</b>	
7/24/61	11/11 and 12/28 det.		
5/15/68	Revised Rail Details		
7/2/68	Steel Spacer Block		
10/8/68	Revised details		
1/26/70	Revised details		
APPROVED: <i>William P. McElwain</i>		DATE: August 18, 1967	SHEET: OF
DESIGNED: <i>W.M.C.</i>	CHECKED:	BRIDGE NO.:	DRAWING NO. 23257
DRAWN: <i>DMG</i>	CALC. BOOK:		

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
(Bid Conditions)

PORTLAND AREA AFFIRMATIVE ACTION PLAN

EQUAL EMPLOYMENT OPPORTUNITY  
(For all Construction Contracts to be Awarded in  
Multnomah County, Oregon)

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH PART II OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK IN MULTNOMAH COUNTY DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY UTILIZATION IN PART II, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

PART I

Effective December 1, 1975, the Office of Federal Contract Compliance Programs eliminated Part I of the bid conditions of the Portland Area Affirmative Action Plan and directed that all crafts be placed under Part II of said bid conditions.

PART II

A. Coverage. The provisions of Part II shall be applicable to all Multnomah County Contracts, since they are within the Portland Plan Area.

B. Requirement--An Affirmative Action Plan. Contractors described in "A. Coverage" above shall be subject to the provisions and requirements of Part II of these bid conditions including the goals and timetables for minority<sup>1/</sup> utilization, and specific affirmative action steps set forth in Sections E.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

<sup>1/</sup> "Minority" is defined as including Blacks, Hispanics, American Indians, and Asian and Pacific Islanders, both men and women.

1. Goals and Timetables - The goals of minority utilization required of the contractor are applicable to each trade used by the contractor in the Portland Plan Area.

For all such trades the goals of minority utilization expressed in percentage terms shall be from 5.5% to 6.5%.

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and Non-Federal) in the Portland Plan Area during the performance of its contract (i.e., the period beginning with the first day of work on the construction contract and ending with the last day of work.)

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the nonworking hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the Portland Plan.

2. Specific Affirmative Action Steps - No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Portland Plan Area. A contractor subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

a. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

b. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefor.

c. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority, organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

h. The contractor where reasonable, should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

i. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

j. The contractor should have made certain that all facilities were not segregated by race.

k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

1. The contractor should have solicited bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Nondiscrimination. In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

### PART III COMPLIANCE AND ENFORCEMENT

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension,

termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

#### PART IV GENERAL REQUIREMENTS

1. Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations under Part II hereof. Whenever a contractor subcontracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from or who is determined not to be a "responsible" bidder for Government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in Part II of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award, without following such procedures, is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

8. Information relative to compliance with these Bid Conditions may be obtained from the County Engineer, Multnomah County, Oregon, 2115 S.E. Morrison Street, Portland, Oregon 97214. Phone (503) 248-3591.

#### RECORDS AND REPORTS

The contractor and each subcontractor (\$10,000 or more) shall submit to the engineer the following reports:

A "Monthly Employment Utilization Report" (Standard Form - 257) in accordance with the instructions given therein. Once the contractor and/or subcontractors have begun work, these reports are to be submitted even if no employees are working on the project during the reporting period. (Report is to be marked "negative".)

Failure of a contractor to submit the required reports (Standard Form 257 and all lists and statements called for thereon) within the time stipulated thereon may result in the issuance by Multnomah County of a 30-day Show Cause Notice indicating the contractor is in noncompliance for failure to submit required information and reports.

<b>U. S. DEPARTMENT OF LABOR</b> Employment Standards Administration, OFCCP	<b>MONTHLY EMPLOYMENT UTILIZATION REPORT</b>	1 COVERED AREA (SMSA OR EA): _____	3 CURRENT GOALS	4 REPORTING PERIOD
This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.		2 EMPLOYERS I.D. NO _____	MINORITY: _____	FROM: _____
			FEMALE: _____	TO: _____

NAME AND LOCATION OF CONTRACTOR	FEDERAL FUNDING AGENCY
---------------------------------	------------------------

5. CONSTRUCTION TRADE	Classifications	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)								9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES				
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS				6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE	8. FEMALE PERCENTAGE
		M	F	M	F	M	F	M	F			M	F		
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
	Journey worker														
	APPRENTICE														
	TRAINEE														
	SUB-TOTAL														
TOTAL JOURNEY WORKERS															
TOTAL APPRENTICES															
TOTAL TRAINEES															
GRAND TOTAL															

11. COMPANY OFFICIAL'S SIGNATURE AND TITLE	12. TELEPHONE NUMBER (Include area code)	13. DATE SIGNED	PAGE _____ OF _____
--	--	-----------------	---------------------

## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

- |  |  |
|--|--|
| Compliance Agency .....                      | U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)   |
| Federal Funding Agency .....                 | U.S. Government agency funding project (in whole or in part). If more than one agency, list all.   |
| Contractor .....                             | Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.   |
| Minority .....                               | Includes Blacks, Hispanic, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.  |
| 1. Covered Area .....                        | Geographic area identified in Notice required under 41 CFR 60-4.2.   |
| 2. Employer's Identification Number .....    | Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).  |
| 3. Current Goals (Minority & Female) .....   | See contract Notification.   |
| 4. Reporting Period .....                    | Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.   |
| 5. Construction Trade .....                  | Only those construction crafts which contractor employs in the covered area.   |
| 6. Work-Hours of Employment (a-e) .....      | a. The total number of male hours and the total number of female hours worked by employees in each classification.<br><br>b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification. |
| Classification .....                         | The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)   |
| 7. Minority Percentage .....                 | The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).   |
| 8. Female Percentage .....                   | For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.   |
| 9. Total Number of Employees .....           | Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.   |
| 10. Total Number of Minority Employees ..... | Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.   |

# **PREVAILING WAGE RATES**

*for*

## **Public Works Contracts in Oregon**



# **BOLI**

*Mary Wendy Roberts*

*Commissioner*

*Bureau of Labor and Industries*

**Effective January 1, 1989**



# BUREAU OF LABOR AND INDUSTRIES

Mary Roberts, Commissioner

January 1, 1989

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1989. These rates have been amended in accordance with ORS 279.348 through ORS 279.365.

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that Prevailing Wage Rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the Prevailing Wage Rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Analyst in Portland (229-6655). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (229-5750).

  
MARY WENDY ROBERTS  
Commissioner  
Bureau of Labor and Industries

**PORTLAND**  
1400 SW 5th Avenue  
Portland, Oregon 97201

**MEDFORD**  
700 E. Main  
Medford, Oregon 97504

**SALEM**  
3865 Wolverine St. NE; E-1  
Salem, Oregon 97310

**COOS BAY**  
320 Central Ave., Suite 510  
Coos Bay, Oregon 97420

**BEND**  
1250 NE 3rd, Suite B105  
Bend, Oregon 97701

**EUGENE**  
165 E. 7th Street, Suite 220  
Eugene, Oregon 97401

**PENDLETON**  
700 SE Emigrant, Suite 240  
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

CORRECTION  
OF THE FEBRUARY 20, 1989 AMENDMENT  
OF PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

Please disregard the paragraph concerning Power Equipment Operators. There has been no change in the fringe benefits of Power Equipment Operators. The paragraph should have said,

Fringe Benefits of Truck Drivers are increased \$.25 per hour, to \$4.95.

The section of the Amendment concerning Asbestos Workers is correct.

We apologize for any confusion or inconvenience this error may have caused.

The effective date of the Amendment and the correction is February 20, 1989.

AN AMENDMENT TO THE JANUARY 1, 1989  
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

February 20, 1989

There have been changes in the Prevailing Wage Rates of 2 different trades since the most recent PWR Booklet appeared on January 1, 1989.

1. Fringe benefits of Power Equipment Operators are increased \$.25 per hour, to \$4.95.
2. Asbestos Workers rates have been restructured to reflect the size and type of project.

Asbestos Workers	Wage Rate	Fringe Benefits
HVAC work	\$16.00	\$4.03
Non-HVAC work on contracts and subcontracts less than \$100,000 **	\$17.00	\$4.03
Non-HVAC work on contracts and subcontracts of \$100,000 or more **	\$17.49	\$4.03

JURISDICTIONAL NOTE: The removal of all insulation materials from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. (It does not matter whether the insulation materials contain asbestos.) Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non-mechanical insulation. They also do loading of any insulation materials that have already been removed, bagged, and tagged, as well as cleanup at the removal site and all work done at the disposal site.

Laborers trained for removal of Asbestos are considered Class 3.

\*\* If the insulation work is done under a subcontract, the total value of the subcontract determines which rate applies. If the insulation work is done without a subcontract, the total value of the project determines which rate applies. (This method of determining the appropriate rate to be paid is different from the method used for Carpenters, Laborers, Power Equipment Operators, and Truck Drivers, which always refers to the value of the total project. This method also has no bearing on the standard for calculating whether a public works project is subject to Oregon Prevailing Wage Rates. That standard is based on the value of the total project.)

ALL RATES IN THE JANUARY 1989 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE!

## ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect those rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing Wage Rate Analyst  
Bureau of Labor and Industries  
1400 S. W. 5th Avenue,  
Portland, OR 97201  
(503)229-6655

The first copy is free. Additional copies are available for 75¢ each.

## GENERAL INFORMATION

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing Wage Rate Law. It is in no way a complete statement of the laws and rules.

If you have questions about the enforcement of Prevailing Wage Rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330
Eugene	686-7623
Medford	776-6201
Pendleton	276-7884
Portland	229-5750
Salem	378-3292

### Apprentices and Trainees

Apprentices and trainees may be employed on public works. To qualify as an apprentice or trainee, the worker must be registered in a bonafide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship or training committee. All other workers must receive rates as published.

### Zone Pay

In certain trades, the basic hourly rate of pay progressively increases based upon the distance between the job site and a designated landmark; this is commonly referred to as zone pay. To determine the hourly wage, find the correct zone based on the number of road miles the job site is from the closest designated city (based either on distance from city hall or from geographical center of the city, depending on the trade) and add the amount for that zone to the basic hourly rate. Zone pay, unlike travel pay, is the basic hourly wage upon which overtime is computed.

## Bid Specifications

The specifications for every public works contract must include the current Prevailing Wage Rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will not satisfy this requirement (ORS 279.352).

NOTE: If a public agency fails to include the Prevailing Wage Rates in the contract specifications or fails to include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages could be exclusively that of the agency.

## Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. Fringe benefits means the amount for:

- a) medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from an occupational activity, or insurance to provide any of the foregoing;
- b) unemployment benefits, life insurance, disability and sickness insurance or accident insurance;
- c) vacation and holiday pay;
- d) defraying costs of apprenticeship or other similar programs; and
- e) other such bona fide benefits.

NOTE: For the purpose of Prevailing Wage Rates, fringe benefits do not include any benefits which may be required by federal, state or local law (e.g. Workers' Compensation, Unemployment Insurance, etc.).

Fringe benefits may be paid to the worker in cash or to a third party administering a fringe benefit program. When an hourly rate in excess of the required prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

## Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25.

NOTE: Contractors who are signatory to a collective bargaining agreement may be subject to different overtime requirements (ORS 279.334[3]).

## Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll side of the form. A copy of Form WH-38 and instructions for completing it are included in the back of this booklet; xeroxed copies may be used for filing.

The schedule for submitting payroll information is as follows: once within 15 days of the date the contractor or subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201. The payroll information must be kept by the contractor and or subcontractor for three years.

### COMMONLY ASKED QUESTIONS

#### 1) What are "Prevailing Wage Rates?"

A prevailing wage rate is the minimum wage, including fringe benefits to be paid workers employed on contracts for public works. Different rates are established for specific trades and specific geographical areas.

#### 2) Who must be paid "Prevailing Wage Rates?"

All employees of a contractor or subcontractor engaged on a public works project when the total price of the project is \$10,000 or more must receive at least the Prevailing Wage Rate (PWR) for time worked on the project, unless otherwise exempt.

Supervisory and office/clerical employees are not required to be paid the PWR. A person who owns and operates his/her own truck or other hauling equipment on construction projects (Owner/Operator) is not required to be paid the PWR.

#### 3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the Davis-Bacon Act, not Oregon statutes. Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (221-3057). However, in the event that federal funds are involved, but the contract is not regulated under Davis-Bacon, Oregon's Prevailing Wage Rates Statutes may apply (ORS 279.348 - 279.365).

## COMMONLY ASKED QUESTIONS (Continued)

### 4) I don't have a pension fund. How do I calculate fringe benefits?

Workers must receive at a minimum the sum of the basic hourly rate plus all fringe benefits for each hour worked on a public works contract. Fringe benefits may be paid either to a third party trust account or in cash directly to the worker.

### 5) What if the employees are not paid on an hourly basis?

All workers must receive at least the basic hourly rate of wage and fringe benefits for each hour worked on the project. If an employee is paid other than on an hourly basis, the equivalent hourly rate (for both wages and fringe benefits) must still be at least equal to the rates published.

### 6) How do I classify workers?

Virtually all of the job classifications/trades normally used in the construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you have questions about how to classify workers, contact the Wage and Hour Division at 229-5750 in Portland or at one of the offices listed on page 1 of this booklet.

Laborers who do basic work requiring no specific skills, training or knowledge are generally classified as Group 1 Laborers.

(Note that Landscapers are classified as Laborers, and Ornamental Ironworkers are classified as Ironworkers.)

### 7) When are new rates determined? How long are they effective?

Prevailing Wage Rates are determined once each year by the Commissioner of the Bureau of Labor and Industries. The Commissioner may amend the rates at any time. The rates are usually amended at least once each year. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the contract, with one exception. If during the bidding process the prevailing wage rate changes, the public contracting agency (not the contractor) has the option of amending the bid specifications to reflect such change.

### 8) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable Prevailing Wage Rates in a conspicuous and accessible place in or about the work-site.

Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

## COMMONLY ASKED QUESTIONS (Continued)

9) What can I do about a contractor who is not complying with Oregon's PWR law?

File a complaint with the nearest office of the Oregon Bureau of Labor and Industries or contact the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. 5th Avenue, Portland, Oregon 97201 (229-5750). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6013), Pendleton (276-7884) and Salem (378-3292). You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

10) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the Prevailing Wage Rates may be liable to the workers affected for the amount found due plus an equal amount as liquidated damages (ORS 279.356). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

Contractors and subcontractors who intentionally refuse to pay the Prevailing Wage Rate to workers employed on public works or to post the PWR on the job site may be determined to be ineligible to receive any public works contracts for a period of up to three years (ORS 279.361). Workers employed by the contractor or subcontractors have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is kept of all contractors, subcontractors, and other persons ineligible to receive public works contracts and subcontracts. When a contractor or subcontractor is a corporation, the individual officers and agents of the corporation can be debarred, in addition to the corporation. As a result, individuals who intentionally fail to pay or post the PWR are prevented from simply moving from one corporation to another.

11) How much do I pay apprentices?

To qualify as an apprentice, the worker must be registered in a bona fide apprenticeship program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship committee. All other workers receive rates as published.

COMMONLY ASKED QUESTIONS (Continued)

12) What records must I keep? For how long?

Contractors and subcontractors are required to keep records necessary for determining if Prevailing Wage Rates were paid. These records must include the Payroll and Certified Statement Form (WH-38) as well as the following: The name and address of each employee; the work classification(s) of each employee; the rate(s) of wages and fringe benefits paid to each employee; the rate(s) of fringe benefit payments made in lieu of those required to be provided to each employee; total daily and weekly compensation paid to each employee; daily and weekly hours worked by each employee; apprenticeship and training agreements; any payroll and other such records pertaining to the employment of employees upon a public works contract.

These need to be kept for a period of three (3) years from the completion of the public work contract. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

13) What forms are public agencies required to file with the Bureau of Labor and Industries?

Public agencies are required to prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the agency intends to fund during the subsequent budget period (ORS 279.023[2]). If, after the original filing, the agency plans additional public improvements, a revised list is to be submitted (OAR 839-16-008[2]).

The "Notice of Award of Public Works Contract" is to be filed with the Wage and Hour Division within 30 days of the date when a contract is awarded which requires the payment of Prevailing Wage Rates (i.e., is regulated under ORS 279.348 to 279.365).

Copies of the "Planned Public Improvement Summary" (Form No. WH-118), the "Capital Improvement Project Cost Comparison Estimate" (WH-119), and the "Notice of Award of Public Works Contract" (WH-81) can be found at the back of this booklet.

14) Does a contracting agency have any power to enforce payment of Prevailing Wage Rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ASBESTOS WORKERS</b>		
Including insulation of piping and other mechanical surfaces.	\$15.40	\$4.03

<b>BOILERMAKERS</b>	20.58	4.80
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**BRICKLAYERS/Stonemasons**

Area 1	18.28	3.68
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Area 2	17.65	3.82
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**Area 1**

Baker	Hood River	Polk	Wallowa
Clackamas	Malheur (a)	Sherman	Wasco (b)
Clatsop	Marion	Tillamook	Washington
Columbia	Morrow	Umatilla	Yamhill
Gilliam	Multnomah	Union	

**Area 2**

Benton	Douglas	Josephine	Linn
Crook	Grant	Klamath	Malheur (c)
Coos	Harney	Lake	Wasco (d)
Curry	Jackson	Lane	Wheeler
Deschutes	Jefferson	Lincoln	

- a) North half
- b) North of the City of Maupin
- c) South half
- d) Including the City of Maupin and South thereof

**CARPENTERS (see page 11)**

**CEMENT MASONS**

Zone 1 (Base Rate):		
o Cement Masons	16.69	4.97
o Composition Workers (includes installation of epoxy & other resinous toppings), and Power Mach. Oper.		
	17.01	4.97

Zone Differential for Cement Masons  
(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

- Zone 1:** Projects within 30 miles of City Hall in the cities listed below.
- 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.

**Cities**

Bend	Corvallis	Coos Bay	Roseburg	Eugene
Pasco	The Dalles	Medford	Longview	K. Falls
Salem	Pendleton	Astoria	Portland	Newport

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>DIVERS &amp; DIVERS' TENDERS</b>		
o Divers	43.62	3.67
o Divers' Tenders	19.29	3.67

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	DIVERS' TOTAL HOURLY PAY
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**o Divers' Depth Pay**

Depth of Dive	Hourly Depth Pay
50-100 ft	[[total ft- 50] x \$1.00)/hr.
100-150 ft	\$ 50 + [[total ft-100] x \$1.50)/hr.
150-200 ft	\$125 + [[total ft-150] x \$2.00)/hr.

**o Divers' Enclosure Pay(working without vertical escape)**

Distance Travelled In the Enclosure	Hourly Enclosure Pay
5 - 50 ft	\$ .50/hr
50 - 100 ft	\$ .63/hr
100 - 150 ft	\$ 2.13/hr
150 - 200 ft	\$ 4.63/hr
200 - 300 ft	\$ 4.63 + ([[total ft-200]x \$.05)/hr
300 - 450 ft	\$ 9.63 + ([[total ft-300]x \$.10)/hr
450 - 600 ft	\$24.63 + ([[total ft-450]x \$.20)/hr

**DREDGING**

o Leverman-Hydraulic	19.49	5.17
o Leverman-Dipper	20.27	5.17
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)		
	18.88	5.17
o Tenderman (Boatman, Attending Dredge Plan); Fireman		
	18.43	5.17
o Assistant Mate (Deckhand); Oiler		
	18.04	5.17

**DRYWALL/WETWALL**

o Drywall (Accoustical and Drywall Applicator)	15.95	4.02
o Wetwall (Lather)	14.70	5.27

**ELECTRICIANS**

**Area 1:**

o Electricians	16.25	3.32
o Cable Splicers	17.88	3.40

**Area 2:**

o Electricians	20.71	5.63
o Cable Splicers	21.75	5.66

**Area 3:**

o Electricians	16.50	4.94
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ELECTRICIANS (continued)</b>		
<u>Area 4:</u>		
Where the cost of electrical work (labor and material) is <u>less</u> than or equal to \$100,000:		
o Electricians	17.45	3.04
o Cable Splicer	19.20	3.10
Where the cost of electrical work (labor and material) is <u>more</u> than \$100,000:		
o Electricians	17.95	3.06
o Cable Splicer	19.75	3.11
<u>Area 5:</u>		
o Electricians	19.80	4.69
o Cable Splicers	20.55	4.72
<u>Area 6:</u>		
o Electricians	17.20	4.12
o Cable Splicers	18.92	4.17
<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u> <u>Area 3</u>
Malheur	Baker Gilliam Grant Morrow	Umatilla Union Wallowa Wheeler
		Coos Curry Lincoln Douglas (a) Lane (a)
<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>
Benton Crook Deschutes Jefferson Lane (b) Linn Marion Polk Yamhill(c)	Clackamas Clatsop Columbia Hood River Multnomah Sherman Tillamook Wasco Washington Yamhill (d)	Harney Jackson Josephine Klamath Lake Douglas (b)
a) Those portions lying west of a line North and South from the NE corner of Coos County to the SE corner of Lincoln County		
b) That portion 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		
d) North half		
<b>ELEVATOR CONSTRUCTORS</b>		
<u>Area 1</u>		
o Mechanic	18.88	4.33 + a
o Helper	13.22	4.33 + a
o Probationary Helper	9.44	-
<u>Area 2</u>		
o Mechanic	19.22	4.33 + a
o Helper	13.45	4.33 + a
o Probationary Helper	9.61	-
a) Plus 10.8% of basic hourly rate for employees with more than 5 years of service; 8.8% of basic hourly rate for 6 months to 5 years of service.		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ELEVATOR CONSTRUCTORS (continued)</b>		
<u>Area 1</u>		<u>Area 2</u>
Umatilla Wallowa Union Baker		All Remaining Counties
<b>GLAZIERS</b>		
Area 1	17.97	3.08
Area 2	13.76	1.72
<u>Area 1</u>		<u>Area 2</u>
All Counties except Malheur		Malheur
<b>HIGHWAY AND PARKING STRIPERS</b>		
	18.14	1.05
<b>IRONWORKERS</b>		
o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81
<b>LABORERS (see page 11)</b>		
<b>LIMITED ENERGY ELECTRICIANS</b>		
May only be used for electrical work not exceeding 100 va:		
Area 1	9.50	2.28
Area 2	9.95	1.53
Area 3	9.44	2.00
Area 4	9.69	2.14
Area 5	10.57	2.17
Area 6	9.55	2.28
Area 7	9.88	1.77
Area 8	9.40	2.18
Area 9	9.92	1.70
Area 10	9.81	1.59
Area 11	10.65	1.66
Area 12	12.78	1.69
Area 13	10.79	2.04
Area 14	10.54	1.84
<u>Area 1</u>	Clatsop, Columbia, Tillamook	
<u>Area 2</u>	Clackamas, Multnomah, Washington	
<u>Area 3</u>	Marion, Polk, Yamhill	
<u>Area 4</u>	Benton, Lincoln, Linn	
<u>Area 5</u>	Lane	
<u>Area 6</u>	Douglas	
<u>Area 7</u>	Coos, Curry	
<u>Area 8</u>	Jackson, Josephine	
<u>Area 9</u>	Hood River, Sherman, Wasco	
<u>Area 10</u>	Crook, Deschutes, Jefferson	
<u>Area 11</u>	Klamath, Lake	
<u>Area 12</u>	Gilliam, Grant, Morrow, Umatilla, Wheeler	
<u>Area 13</u>	Baker, Union, Wallowa	
<u>Area 14</u>	Harney, Malheur	

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**LINE CONSTRUCTION**

Area 1

Zone 1 (Base Rate):

o Group 1	21.68	4.31
o Group 2	19.59	4.24
o Group 3	15.35	4.09
o Group 4	16.89	3.34
o Group 5	14.78	3.27
o Group 6	13.90	3.24

Zone Differential (Add to Zone 1 Rate)

Zone 2	2.40
Zone 3	3.15
Zone 4	3.90
Zone 5	5.15

Group 3 receives Zone 1 Rate ONLY

(No Zone Differential)

Area 2:

o Cable Splicers	18.06	2.88
o Journeyman Lineman	16.42	2.82
o Line Equip. Mech. (Right-of-way)	15.55	2.79
o Line Equip. Oper.	14.81	2.77
o Line Equip. Srvcmn	14.57	2.76
o Groundman	11.55	2.65

Area 1

All counties except Malheur County

- Zone 1: 0 to 3 miles from the geographical center of Medford and Portland
- Zone 2: 0 to 20 miles from the geographical center of Astoria, Baker, Burns, Bend, Corvallis, Eugene, Klamath Falls, Lakeview, Longview, Pendleton, Salem, Roseburg, The Dalles, Umatilla (NOTE: for Portland and Medford, Zone 2 is 3 to 20 miles)
- Zone 3: 20 to 35 miles radius
- Zone 4: 35 to 50 miles radius
- Zone 5: Over 50 miles radius

Group 1

Cable Splicers  
Leadman Pole  
Sprayer

Group 2

Certified Lineman Welder  
Heavy Line Equipment Man  
Lineman  
Pole Sprayer

Group 3

Tree Trimmer

Group 4

Line Equipment Man

Group 5

Head Groundman  
Jackhammer Man  
Powderman

Group 6

Groundman

Area 2

Malheur County

**MARBLE SETTERS (Includes Granite)**

Area 1	19.28	3.68
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Area 1

Baker	Hood River	Sherman	Wallowa
Clackamas	Malheur (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Union	Washington
Columbia	Multnomah	Umatilla	Yamhill (a)
Gilliam			

a) North half b) North of the City of Maupin

**PAINTERS & DRYWALL TAPERS**

Area 1

o Painter & Drywall Tapers	12.02	2.01
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Area 2

o Brush	13.21	3.26
o Spray, sandblasting, other pressure blasting over 3000 psi, and steam cleaning	13.71	3.26
o Wall covering including: paper hanging, gilding, and mural painting	13.71	3.26
o Bridges or Over 50'		
-Brush	13.96	3.26
-Spray	14.46	3.26
o Drywall Tapers	15.71	4.29

Area 1

Malheur County

Area 2

Remaining Counties

**PLASTERERS**

Area 1	17.35	4.02
Area 2	17.18	4.01

Area 1

Benton	Deschutes	Lincoln (b)	All
Coos	Harney	Linn (b)	remaining
Crook	Jefferson	Wasco (b)	counties
Curry	Klamath (a)	Wheeler (b)	
Douglas	Lane		

a) Northern one-third b) South half

**PLUMBERS & STEAMFITTERS/PIPEFITTERS**

Area 1 (Both)	19.08	4.85
Area 2 (Both)	21.75	4.91
Area 3 (Both)		
-on projects less than 20,000 sq. ft.	13.70	3.23
-on all other projects	17.50	4.00

Area 1

Baker	Grant (b)	All remaining counties
Harney (a)	Morrow	
Malheur	Umatilla	
	Wallowa	
	Union	

a) Except Northwest Portion  
b) Except Southwest Corner

**POWER EQUIPMENT OPERATORS (see page 11)**

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>ROOFERS</b>			
Area 1:			
o Roofers	15.10	3.70	
o Handling coal tar pitch	16.61	3.70	
Area 2:			
o Roofers(a)	15.04	2.93	
Area 3:			
o Roofers	14.15	2.70	
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			
Area 4:			
o Roofers	14.75	3.35	
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)			
Area 5:			
o Roofers	11.55	3.55	
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			
Area 1	Area 1(cont)	Area 2	Area 2(cont)
Baker	Multnomah	Benton	Klamath
Clackamas	Sherman	Coos	Lake
Clatsop	Tillamook	Crook	Lane
Columbia	Wasco	Curry	Lincoln
Jefferson	Washington	Deschutes	Linn
Gilliam	Wheeler	Douglas	Marion
Grant		Harney	Polk
Hood River		Jackson	Yamhill
		Josephine	
Area 3	Area 4	Area 5	
Malheur	Umatilla	Morrow	
	Union		
	Wallowa		
<b>SHEETMETAL WORKERS</b>			
Area 1	Building Trades		
	Journeyman	16.80	4.85
	Architectural (a)		
	Journeyman	14.64	4.12
Area 2		16.28	3.01
Area 3		18.86	4.11
Area 4		16.34	2.99
<b>Area 1</b>			
Benton	Gilliam	Linn	Tillamook
Clackamas	Grant	Marion	Wasco
Clatsop	Harney	Multnomah	Washington
Columbia	Hood River	Polk	Wheeler
Crook	Jefferson	Sherman	Yamhill
Deschutes	Lincoln		
<b>Area 2</b>			
Baker	Area 3	Area 4	Area 4 (cont)
Malheur	Morrow	Coos	Josephine
	Umatilla	Curry	Klamath
	Union	Douglas	Lake
	Wallowa	Jackson	Lane
a) Architectural work is <u>job-site</u> exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>SOFT FLOOR LAYERS</b>			
Area 1	15.15	3.42 + b	
Area 2	12.99	2.01	
b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			
Area 1 - All counties except Malheur County			
Area 2 - Malheur County			
<b>SPRINKLER FITTERS</b>	20.30	3.90	
<b>TENDERS TO MASON TRADES</b>			
Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Mortar Mixers.			
	14.71	3.90	
<b>TENDERS TO PLASTERERS</b>			
	14.22	3.90	
<b>TILE SETTERS</b>			
Area 1	17.10	3.55	
Area 2	16.05	2.65	
Area 1	Area 1(cont)	Area 2	Area 2(cont)
Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Lake
Columbia	Umatilla	Curry	Lane
Gilliam	Union	Deschutes	Lincoln
Hood River	Wallowa	Douglas	Linn
Malheur(a)	Wasco (b)	Grant	Malheur (c)
Marion	Washington	Harney	Wasco (d)
Morrow	Yamhill	Jackson	Wheeler
Multnomah		Jefferson	
a) North half c) South half			
b) North of Maupin d) Maupin and south thereof			
<b>TILE &amp; TERRAZZO HELPERS</b>			
Area 1	13.32	2.20	
<b>Area 1</b>			
Baker	Hood River	Sherman	Wallowa
Clackamas	Gilliam (a)	Tillamook	Wasco (b)
Clatsop	Morrow	Umatilla	Washington
Columbia	Multnomah	Union	Yamhill (a)
Malheur (North Half)	Yamhill (North Half)		
Wasco (North of Maupin)			
<b>TRUCK DRIVERS (see Page 11)</b>			
<b>WELDERS; RIGGERS</b>			
Receive rate for craft performing operation to which welding and rigging are incidental.			
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS, LABORERS, POWER EQUIPMENT OPERATORS and TRUCK DRIVERS**

Under the following circumstances a rate lower than the basic hourly rate may be used for these four trades:

The lower rate applies to all public works projects of less than \$1.0 million. The lower rate also applies to projects under \$1.5 million involving the construction, reconstruction, major renovation or painting of buildings, bridges or docks. (When the amount is between \$1.0 and \$1.5 million the work done on a building, bridge or dock must constitute at least 20% of the total project price to use the lower rates.) In determining the \$1.5 million figure, do not include the cost of underground utilities (i.e., the amount of the contract dedicated to facilities for electricity, water, gas, sewerage including storm water, and communications) which are five feet or more outside of and away from the building, bridge or dock and are subordinate and incidental to the major purpose of the project.

NOTE: In determining whether or not the lower rates are applicable, consider the total project cost, and not the cost of any individual contract (or schedule) within that project.

**ZONE RATES AND DESCRIPTIONS**

Zone Differential for Carpenters (Groups 1 and 2 only), Laborers, Power Equipment Operators and Truck Drivers

(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

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.

Cities

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS** (See preceding column for explanation of when the lower rates may be used)

LESS THAN  
100%      100%

Zone 1 (Base Rate):\*

o Group 1	14.79	17.77	3.67
o Group 2	14.91	17.92	3.67
o Group 3	14.99	18.02	3.67
o Group 4	15.11	18.17	3.67
o Group 5	14.87	17.87	3.67
o Group 6	14.95	17.97	3.67

\*NOTE: Zone rates for Carpenter Groups 1 and 2 are listed in the preceding column. Zone rates for Carpenter Groups 3 through 6 are listed below.

Zone Differential for Groups 3 through 6 Only (Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	1.95
Zone 6	2.80

Zones for Groups 3, 4, 5 and 6 Carpenters are determined by the distance between the project site and either 1) the worker's residence or 2) City Hall of a reference city for the appropriate group shown below, whichever is closer.

- Zone 1: 0-30 miles.
- Zone 2: 30-40 miles.
- Zone 3: 40-50 miles.
- Zone 4: 50-60 miles.
- Zone 5: 60-70 miles.
- Zone 6: Over 70 miles.

Cities for Groups 3 and 4

Corvallis	Longview	North Bend	The Dalles
Eugene	Medford	Portland	

Cities for Groups 5 and 6

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

Group 1

Auto. Nailing Machine Carpenters  
Form Stripper  
Manhole Builders

Group 2

Floor Layers & Finishers  
Stationary Power Saw Operators  
Wall & Ceiling Insulators

Group 3

Millwrights  
Machine Erectors

Group 4

Certified Welders

Group 5

Bridge, Dock & Wharf Builders  
Piledrivermen

Group 6

Boom Men

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**LABORERS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	11.17	13.34	4.90
o Group 2	11.45	13.69	4.90
o Group 3	11.69	13.99	4.90
o Group 4	11.89	14.24	4.90
o Group 5	9.00	10.00	4.90
o Group 6	8.50	8.50	4.90

**Group 1**

Asphalt Plant Laborers	General Laborer ***
Asphalt Spreaders	Guardrail, Median
Batch Weighman	Rail (c)
Broomers	Leverman or Aggregate
Brush Burners/Cutters	Spreader (d)
Carpenter Tender	Material Yard Man (e)
Car & Truck Loaders	Powderman Tender
Change-House Man	Railroad Track Laborers
Choke Setter	Ribbon Setters (f)
Chipper Operator (a)	Rip Rap Man (Hand
Clean-up Laborers ***	Placed)
Concrete Laborers	Road Pump Tender
Culvert (hand labor)	Sewer Laborer
Curing, concrete	Signalman
Demolition, wrecking	Skipman
and moving ***	Slopers
Driller Tender	Sprayman
Dry-shack Man	Stake Chaser
Dumpers, road oiling	Stockpiler
crew	Timber Faller/Bucker
Dumpmen for grading	(Hand Labor)
crew	Toolroom Man (Job site)
Elevator Feeders	Tunnel Bull Gang
Fine Graders	(Above Ground)
Fire Watch	Weight-Man-Crusher (g)
Form Strippers (b)	

- a) Pittsburg or similar types
- b) Not swinging stages
- c) Reference Post, Guide Post, or Right-of Way Marker
- d) Flaherty, Loading Spotters or similar types
- e) Including electrical
- f) Including steel forms
- g) Aggregate when used

\*\*\* Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.

**Group 2**

Applicators (a)	Guniting or Pot Tender
Brush Cutters (b)	Handlers/Mixers (f)
Burners	Post Hole Digger, Air,
Choker Splicer	gas or electric
Clay Power Spreader(c)	Power Tool Operators (g)
Clean-up Nozzlemans	Sand Blasting (wet)
Green Cutter (d)	Stake Setter
Concrete Power Buggyman	Tampers
Crusher Feeder	Tunnel Muckers/Brakeman/
Demolition/Wrecking (e)	Concrete Crew/Bull
Grade Checker	Gang (underground)
Granite Nozzlemans	
Tender	

(Group 2 continues top of next column.)

**LABORERS (continued)**

- a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project
- b) Power saw
- c) And similar types
- d) Concrete, rock, etc.
- e) Charred Materials
- f) Of all materials of an irritating nature including cement and lime
- g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" diameter)

**Group 3**

Asbestos Removal	Power Saw Operators (d)
Asphalt Rakers	Pumpcrete Nozzlemans
Bit Grinder	Sand Blasting (dry)
Concrete Saw Operator	Sewer Pipe Layers
Drill Doctor	Sewer Timberman
Drill Operators (a)	Track Liners (e)
Guniting Nozzlemans	Tugger Operator
High Scalers,	Tunnel-Chuck Tenders,
Strippers, Drillers(b)	Nippers, Timberman
Laser Beam (c)	Vibrator (4" and larger)
Manhole Builder	Water Blaster
Powdermen	Welder

- a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted drills, and other similar types
- b) Covers work in Swinging Stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping
- c) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam.
- d) Bucking and falling
- e) Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks

**Group 4**

Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam
Tunnel Miners
Tunnel Powderman

**Group 5\*\***

Flagger

**Group 6\*\***

Fence Builder      Landscaping or planting laborer

\*\*Groups 5 and 6 were formerly a single group. Note the difference in rates between the two groups now.

<sup>1</sup> See page 11 for description of when rates less than 100% may be used

<sup>2</sup> See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**POWER EQUIPMENT OPERATORS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	13.04	16.24	5.17
o Group 2	13.19	16.42	5.17
o Group 3	13.31	16.58	5.17
o Group 4	13.47	16.78	5.17
o Group 5	13.51	16.82	5.17
o Group 6	13.59	16.93	5.17
o Group 7	13.65	17.00	5.17
o Group 8	13.76	17.14	5.17
o Group 9	13.83	17.23	5.17
o Group 10	13.90	17.31	5.17
o Group 11	13.91	17.33	5.17
o Group 12	13.99	17.43	5.17
o Group 13	14.07	17.53	5.17
o Group 14	14.27	17.77	5.17
o Group 15	14.42	17.96	5.17
o Group 16	14.62	18.21	5.17
o Group 17	14.78	18.41	5.17
o Group 18	14.98	18.66	5.17
o Group 19	15.12	18.84	5.17

**Group 1**

Assistant Conveyor Operator	Partsman (tool room)
Brakeman/Switchman	Pump Operator (a)
Crusher Feederman	Oiler (b)
Deckhand	Scaffolding Operator (c)
Guardrail Punch Oiler	Switchman

- a) Under 4 inches
- b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine
- c) Self-propelled

**Group 2**

A-Frame Truck Operator (a)	Helicopter Radioman (Ground)
Auger	Oiler (f)
Blade Operator (b)	Roller Operator (g)
Boatman	Tar Pot Fireman (h)
Crane Fireman (c)	Temporary Heating Plant Operator
Driller Tender	Truck Crane Oiler/Driver (i)
Fork Lift or Lumber Stacker (d)	Tugger or Coffin type
Grade Checker	Hoist Operator
Grade Oiler (e)	Welder's Tender
Heavy Duty Repairman Tender	

- a) Single drum
- b) Pulled type
- c) All equipment except floating
- d) On job site
- e) Required to check grade
- f) Including combination guardrail machines
- g) Grading of base rock (not asphalt)
- h) Including power agitated type
- i) 25 ton capacity and over

**POWER EQUIPMENT OPERATORS (continued)**

**Group 3**

Air Filtration Equipment	Hydrographic Seeder Machine (e)
Asphalt Plant Fireman	Hydrostatic Pump
Ballast Jack Tamper	Mixer Box Operator (f)
Bell Boy, Phones, etc	Motorman
Broom Operator (a)	Pugmill Operator (any type)
Bucket Elevator Loader (b)	Pump Operator (g)
Cement Hog	Ross Carrier Operator (h)
Compressor Operator (c)	Tamping Machine (i)
Concrete Saw and Concrete Curing Machine (d)	Truck-mounted Asphalt Spreader (with screed)
Conveyor Operator	Welding Machine Operator
Hydraulic Pipe Press	Wire Mat or Brooming Machine Operator

- a) Self-propelled on job site
- b) Barber Greene and similar type
- c) Any power, under 1250 cubic feet total capacity
- d) Riding type
- e) Straw, pulp or seed
- f) C.T.B. Drybatch, etc.
- g) Any power, 4 inches and over
- h) On job site
- i) Mechanical self-propelled

**Group 4**

Combination Mixer & Compressor (a)	Helicopter Hoist Operator
Compactor, including Vibratory	Hydra Hammer or similar types
Compressor (Any Power (b))	Locomotive, under 40 tons
Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)
Floating Equipment	Pavement Breaker
Fireman	Pump Operator (e)
Fork Lift, over 5 ton	Roller Operator, Oiling C.T.B.
	Screed Operator
	Service Oiler (Greaser)

- a) Gunnite work
- b) Over 1,250 cu. ft. total capacity
- c) Single drum, under five bag capacity
- d) Or similar type
- e) More than 5 (any size)

**Group 5**

Chip Spreading Machine Operator	Pulva Mixer or similar types
Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Elevator Operator	Sweeper, Wayne type (b)
Extrusion Machine	Tractor (c)
Hoist, single drum	Trenching Machine (d)
Lime Spreading (a)	Wagner Factor (e)
Power Jumbo, setting slip forms, etc. in tunnels.	

- a) On job site
- b) Self-propelled on job site
- c) Rubber-tired 50 H.P. flywheel and under
- d) Maximum digging capacity 3 ft. depth
- e) Or similar type without blade

<sup>1</sup> See page 11 for description of when rates less than 100% may be used

<sup>2</sup> See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>POWER EQUIPMENT OPERATORS (continued)</b>			<b>POWER EQUIPMENT OPERATORS (continued)</b>		
<u>Group 6</u>			Drill Cat Operator Drill Doctor Planer Drill Doctor (Bit Grinder) Grizzly Crusher		
Asphalt Burner and Reconditioner	Concrete Spreader				Stationary Drag Scraper Surface Heater and Tractor (g) Tractor (h) Trench Machine (i)
Cast-In Place Pipe Laying Machine	Curb Machine (b) Loaders (c) Maginnis Internal Full Slab Vibrator		a) 5 ton capacity or less b) Or similar type crane-hoist c) And similar types d) All types e) Track type 3/8 cu. yds. f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds. g) With boom attachments h) Rubber-tired over 50 H.P. flywheel i) Maximum digging capacity over 3 ft. depth		
Concrete Finishing Machine (A)	Pavement Grinder and/or Grooving Machine (d)				
Concrete Joint Machine	Rock Spreaders (e)				
Concrete Paving Machine					
Concrete Planer					
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type b) Mechanical Berm, Curb and/or Gutter c) Rubber-tired type, 2 1/2 cu. yds. and under d) Riding type e) Self-propelled					
<u>Group 7</u>			<u>Group 10</u>		
A-Frame Truck (a)	Grouting Machine		Barge Operator, self-loading Bulldozer (a) Cable Plow (any type) Combination H.D. Mechanic-Welder (b)		Compactor, multi-engine Dozers and Pushers (c) Driller (d) Jack Operator/Elevating Barges
Ballast Regulator	Hydraulic Backhoe (e)		a) Twin engine (TC 12 and similar) b) With dispatcher and/or required to do both c) Rubber-tired (Michigan, Cat, Hough type) d) Percussion, Diamond, Core, Cable, Rotary and similar type		
Ballast Tamper (b)	Locomotive, 40 tons & over				
Beltcrete	Pot Rammer				
Boom Truck	Pumpcrete Operator (any type)				
Churn Drill/ Earth Boring Machine	Roller (any asphalt mix) Shuttle Car Tie Spacer Tower Mobile Operator Track Liner				
Concrete Mixer (c)					
Concrete Pump					
Elevating Grader (d)					
Fuller-Kenyon and similar					
a) Double drum b) Multiple purpose c) Single drum, five bag capacity and over d) Tractor towed requiring operator or grader e) Wheel type 3/8 cu. yds. and under with or without front end attachment 2 1/2 cu. yds. and under (Ford, John Deere, Case type)					
<u>Group 8</u>			<u>Group 11</u>		
Asphalt Paver Operator	Diesel-Electric Engineer (c)		Clamshell, Hoe, etc. (a) Combination Guardrail Machines (b) Concrete Breaker Crane Operator (c)		Dragline Grade-Alls (a) Mixer Mobile Mucking Machine (tunnel) Shovel
Batch Plant and/or wet-mix (a)	Generator Operator		a) Under 1 cu. yd. b) i.e., Punch, Auger, etc. c) 25 tons and under		
Belt Loader (b)					
a) One and two drum b) Kolman and Ko Cal types c) Plant, Crusher, Generator, Floating					
<u>Group 9</u>			<u>Group 12</u>		
Asphalt Plant Operator	Guardrail Punch and Auger (d)		Batch Plant and/or Wet Mix (a) Blade Mounted Spreaders (b) Blade Operator Elevating Loader (c) Hoist, two or more drums		Paddle Wheel, Auger Type Piledriver (not crane type) Reinforced Tank Banding Machine (K-17 or similar) Rubber-tired Scraper (d) Shield Operator Single Scraper (e)
Bolt-Threading Machine	H.D. Mechanic and Welder		a) 3 units or more b) Ulrich and similar types c) Athey and similar d) Single and twin engine e) With Push-pull attachments, self loader		
Boom-Type Lifting Device (a)	Hammer Operator				
Boring Machine	Hydraulic Backhoe (e)				
Bulldozer	Lift Slab Machine				
Cherry Picker (a)(b)	Loader (f)				
Chicago Boom (c)	Machine Tool Operator				
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines				
Concrete Cooling Machine					
Crusher Plant Operator	Side-boom Cat				
(Group 9 continues top of next column.)					

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**POWER EQUIPMENT OPERATORS (continued)**

Group 13

Back Filling Machine	Derrick, under 100 tons
Blade (a)	Elevating Grader (e)
Blade, multi-engine	Floating Clamshell, etc. (f)
Blade Operator, finish	Floating Crane (g)
Bridge Crane	Grade-all, 1 cu. yd.
Operator (b)	and over
Cableway Operator (c)	Hoist (h)
Concrete Paving Road	Piledriver Operator
Mixer	Shovel, etc (i)
Crane (d)	

- a) Externally controlled by electronic, mechanical hydraulic manes
- b) Locomotive Crane, Gantry and Overhead
- c) 25 ton and over
- d) Over 25 ton and including 40 tons
- e) Operated by Tractor Operator, Sierra, Eculid, or similar
- f) Under 3 cu. yds.
- g) Derrick Barge, less than 30 ton
- h) Stiff Leg, Guy Derrick, or similar, 50 tons and over
- i) 1 cu. yd. and less than 3 cu. yds.

Group 14

Rubber-tired Scraper (a)  
Tower Crane Operator

- a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units

Group 15

Loader, 4 cu. yds., but less than 6 cu. yds.  
Rock Hound Operator

Group 16

Autograder or "Trimmer"	Floating Crane (Derrick Barge) (c)
Automatic Concrete Slip Form Paver	Loader (d)
Cableway (a)	Rubber-tired Scraper (e)
Concrete Canal Line	Shovel (f)
Crane (b)	Tandem Bulldozer (g)
Floating Clamshell, etc., 3 cu. yds. and over	Wheel Excavator (h)
	Whirley, 80 ton and under

- a) 25 tons and over
- b) Over 40 ton and including 100 ton
- c) 30 ton but less than 80 ton
- d) 6 cu. yds., but less than 12 cu. yds.
- e) With Tandem Scrapers, multi-engine
- f) 3 cu. yds., but less than 5 cu. yds.
- g) Quad-nine and similar
- h) Under 750 cu. yds. per hour

Group 17

Canal Trimmer	Loader (c)
Crane (a)	Shovel, etc. (d)
Floating Crane (b)	Whirley (e)

(Group 17 continues top of next column)

**POWER EQUIPMENT OPERATORS (continued)**

- a) Over 100 ton and including 200 ton
- b) Derrick Barge, 80 ton, but less than 150 ton
- c) 12 cu. yds. and over
- d) 5 cu. yds. and over
- e) Over 80 ton and including 150 ton

Group 18

Band Wagons (a)	Wheel Excavator (d)
Crane (b)	Whirley (e)
Floating Crane (c)	

- a) In conjunction with Wheel Excavator
- b) Over 200 ton
- c) 150 ton but less than 250 ton
- d) Over 200 ton
- e) 150 ton and over

Group 19

Floating Crane (a)	Remote Controlled Earth Moving Equipment
Helicopter (b)	Under Water Equipment (c)

- a) 250 ton and over
- b) When used in erecting work
- c) Remote or otherwise

**TRUCK DRIVERS<sup>1</sup>**

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	13.09	15.73	4.70
o Group 2	13.13	15.78	4.70
o Group 3	13.17	15.83	4.70
o Group 4	13.21	15.88	4.70
o Group 5	13.25	15.93	4.70
o Group 6	13.33	16.03	4.70
o Group 7	13.41	16.13	4.70
o Group 8	13.49	16.23	4.70
o Group 9	13.57	16.33	4.70
o Group 10	13.71	16.50	4.70
o Group 11	13.79	16.60	4.70
o Group 12	13.87	16.70	4.70
o Group 13	13.95	16.80	4.70
o Group 14	14.03	16.90	4.70

Work

A-Frame or Hydra-lift Truck w/load bearing surface. . . . .	2
Battery Rebuilder . . . . .	1
Bus or Man-Haul Driver. . . . .	1
Concrete Buggies (Power operated) . . . . .	1
Drivers and Helpers handling Sacked Cement--add 15¢ per hour	
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:	
6 cu. yds. and under . . . . .	1
Over 6 cu. yds. and inc. 10 cu. yds . . . . .	3
Over 10 cu. yds. and inc. 20 cu. yds . . . . .	6
Over 20 cu. yds. and inc. 30 cu. yds . . . . .	7

<sup>1</sup> See page 11 for description of when rates less than 100% may be used.  
<sup>2</sup> See page 11 for zone rates and descriptions.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>TRUCK DRIVERS (continued)</b>		
Over 30 cu. yds. and inc. 40 cu. yds . . .	8	
Over 40 cu. yds. and inc. 50 cu. yds . . .	9	
Over 50 cu. yds. and inc. 60 cu. yds . . .	10	
Over 60 cu. yds. and inc. 70 cu. yds . . .	11	
Over 70 cu. yds. and inc. 80 cu. yds . . .	12	
Over 80 cu. yds. and inc. 90 cu. yds . . .	13	
Over 90 cu. yds. and inc. 100 cu. yds. . .	14	
Dumpsters or Similar Equipment--all sizes . . . . .	5	
Flaherty Spreader Driver or Leverman. . . .	4	
Lift Jitneys, Fork Lifts--all sizes--used in loading, unloading & transporting material on job site. . . . .	1	
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. . . . .	1	
Low Bed Equipment, Flat Bed Semi- Truck and Trailer or Doubles trans- porting equipment or wet or dry materials . . . . .	4	
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. . . . .	2	
Lumber Carrier, Driver-Straddle Carrier--used in loading, unloading and transportation of material on job site. . . . .	4	
Oil Distributor Driver or Leverman. . . . .	4	
Pilot Car . . . . .	1	
Slurry Truck Driver or Leverman . . . . .	3	
Solo Flat Bed and Misc. Body Trucks-- 0-10 tons . . . . .	1	
Transit Mix and Wet or Dry Mix Trucks:		
5 cu. yds. and under . . . . .	1	
Over 5 cu. yds. and inc. 7 cu. yds . . . .	5	
Over 7 cu. yds. and inc. 9 cu. yds . . . .	6	
Over 9 cu. yds. and inc. 11 cu. yds. . . .	7	
Over 11 cu. yds. and inc. 13 cu. yds . . .	8	
Over 13 cu. yds. and inc. 15 cu. yds . . .	9	
Team Drivers. . . . .	2	
Tireman, full-time basis. . . . .	3	
Truck Helper. . . . .	1	
Truck Mechanic--Welder--Body Repairman. . .	6	
Truck Mechanic Helper . . . . .	1	
Water Wagons (Rated Capacity) up to:		
1600 gallons . . . . .	1	
1600 to 3000 gallons . . . . .	3	
3000 to 5000 gallons . . . . .	4	
5000 to 7000 gallons . . . . .	6	
7000 to 10,000 gallons . . . . .	7	
10,000 to 15,000 gallons . . . . .	8	
Winch Truck--takes classification of truck on which winch is mounted		

<sup>1</sup> See page 11 for description of when rates less than 100% may be used.  
<sup>2</sup> See page 11 for zone rates and descriptions.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38 (Rev 3/84)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the certified statement that he/she is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at top of form. Be sure to enter the date the contract was first advertised for bid by the contracting agency. This date should appear on the bid documents.

Column 1 - Name, Address, and Social Security number of Employee: 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 unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Include group number when appropriate. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and hours worked on legal holidays as defined in ORS 279.334.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$12.50/2.35. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under ORS 279.334. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS -- Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Commissioner of the Bureau of Labor and Industries shall continue to show on the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check paragraph 4(a) of the Certified Statement to indicate that he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on the project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the project and then the gross amount earned on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved, use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of ORS 652.610. If the employee worked on other jobs in addition to this project, show actual deductions from gross wage, but indicate that deductions are based on gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Certified Statement Required by ORS 279.354: While this form need not be notarized, the Certified Statement is subject to the penalties provided by ORS 279.990. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the Statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the Statement.



CERTIFIED STATEMENT

I, \_\_\_\_\_, \_\_\_\_\_  
 (Name or signatory party) (Title)

do hereby state:

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

\_\_\_\_\_ on the \_\_\_\_\_  
 (Contractor, subcontractor or surety) (Building or work)

\_\_\_\_\_ ; that during the payroll commencing on the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_, and ending the \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_, 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 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.

FORM WH-38 (3/84)

(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 worker 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 worker 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) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

I have read this certified statement, know the contents thereof and it is  
 true to my knowledge.

NAME AND TITLE	SIGNATURE
<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Surety

File this form with the contracting agency and send a true copy to the  
 Bureau of Labor and Industries, 1400 SW Fifth Ave., Portland, OR 97201



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 279.023 generally states 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 that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 306 State Office Building, Portland, Oregon 97201

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT  
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

2. CONTRACTING AGENCY

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

Submit this completed notice to:  
Wage and Hour Division,  
Prevailing Wage Section,  
1400 S.W. 5th Avenue - Room 306  
Portland, Oregon 97201

FORM WH-81 (Rev. 6/88)

3. CONTRACT INFORMATION

A. Contract Name and Number:  
\_\_\_\_\_

B. Location of work: \_\_\_\_\_

C. County: \_\_\_\_\_

D. Amount of the Award: \$ \_\_\_\_\_

E. Source of Funds: (i.e. 100%  
Federal Funds; 50/50,  
Federal, State; 100% local)  
\_\_\_\_\_

F. Date Contract Awarded: \_\_\_\_\_

G. Date Contract Specifications  
Advertised for Bid:  
\_\_\_\_\_

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT  
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number ( 503 ) 12-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number ( 503 ) 987-6543

Submit this completed notice to:  
Wage and Hour Division,  
Prevailing Wage Section,  
1400 S.W. 5th Avenue - Room 306  
Portland, Oregon 97201

FORM WH-81 (Rev. 6/88)

**SAMPLE**

3. CONTRACT INFORMATION

A. Contract Name and Number:

Dam Repair 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

D. Amount of the Award: \$ 25,000

E. Source of Funds: (i.e. 100%  
Federal Funds; 50/50,  
Federal, State; 100% local)  
\_\_\_\_\_

100% State

F. Date Contract Awarded: July 16, 1985

G. Date Contract Specifications  
Advertised for Bid:  
\_\_\_\_\_

July 10, 1985

Bid No. : RFP # 9P&613

Paper Recycling Program

DEPT : DES/FM

Contact person: ~~ESTELLA~~

Estella Ehelebe

Phone : x 3322

TO:

DAILY JOURNAL OF COMMERCE

Please run the following Classified Advertisement as indicated below, under your "CALL FOR BID" section

MULTNOMAH COUNTY

Proposals Due: May 23, 1989 at 2:00 P.M.

Proposal No. RFP# 9P0613

Sealed proposals will be received by the Director of Purchasing, 2505 S.E. 11th Ave., Portland, OR 97202 for:

PAPER RECYCLING PROGRAM

Multnomah County reserves the right to reject any or all proposals.

Specifications may be obtained at: Multnomah County Purchasing Section  
2505 S.E. 11th Avenue  
Portland, OR 97202  
(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 27, 1989

REQUEST FOR PROPOSALS

RFP # 9P&613

MULTNOMAH COUNTY  
IN-HOUSE PAPER RECYCLING PROGRAM

PROPOSALS DUE: MAY 23, 1989

A. INTRODUCTION

The purpose of this request is to provide for a comprehensive recycling service which will enable Multnomah County to reduce the amount of solid waste generated, reuse material for the purpose it was originally intended, recycle material that cannot be reused, and to recover energy and landfill space.

B. SCOPE OF WORK

This Request for Proposals (RFP) is to solicit proposals from qualified contractors to collect recyclables from buildings and facilities owned and leased by Multnomah County. The contractor will provide the following services:

1. For paper recycling, we will require at-desk containers divided into at least two compartments or two single containers; each with the capacity for holding white paper in one section and colored paper and other recyclable materials in the second section. Single container dimensions should be no smaller than 9 inches wide and 14 inches long and should be sufficient in number to provide each office desk with these holders (approximately 2,124 containers). Large containers (barrel type) will be provided for use at copier machines. Large containers (if fiber board) shall be clean with all exterior labels not relating to recycling removed.
2. Contractor will provide guidance in the establishment of a collection system for other recyclables, including newsprint, corrugated paper, cardboard, plastic, bottles, glass, cans, waste oils, metals, etc., within 60 days from contract acceptance. Contractor will recycle these collected items at a schedule and locations agreed upon by Contractor and County.
3. Collection and removal of all recyclable containers will be the sole responsibility of contractor. Floor-by-floor pick up of recyclables in buildings with more than one floor is required. There are eight (8) multiple story buildings which will require this service.
4. Pick up will be as scheduled for each facility listed on Attachment A. Pick up must occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, excepting County approved holidays.

5. A record keeping system, providing monthly and annual records to the County identifying building locations and amount and type of recyclables collected will be required.
6. Contractor will provide an education and promotion program, including:
  - a. An annual presentation to County employee recyclers with primary emphasis on the process and logistics of County recycling: as for example:
    - How the containers will be supplied, used and replaced
    - How to handle paper for shredding
    - Whom to contact for unusual service
    - Data concerning recent trends in recycling
    - Employee participation
  - b. Additional presentations not to exceed 10 per year.
  - c. Instructional display materials: example: indicating where barrels are, etc.
7. Contractor will have the capacity to perform document destruction off premises. Contractor will be required to know the various laws and Oregon Regulatory Statutes governing document destruction.
8. Contractor will furnish all labor, equipment, apparatus, transportation and other facilities and services necessary to conduct this proposal. Suitable, space-saving containers will be provided for all recyclers: cardboard, glass, tin, motor oil,

#### C. PROPOSAL CONTENT

Also included in the proposal should be the following information:

1. Identify all persons: management, staff, and subcontractors to be involved in this process. Contractor must clearly state the job responsibilities of each person, so identified.
2. Provide a description of the experience and qualifications of the person(s) who will make the education and "promo" presentations.
3. Contractor should describe, in narrative form:
  - ability to provide containers: What kind? How many?
  - disposition of recyclables which are NOT white paper
  - type of containers
  - frequency of pick up
  - limitations
  - type of truck or conveyance: its size, weight, capacity.
4. Include a sample of record keeping. What kind of records will be used and supplied to the County.

5. Include an outline or example of promotional materials: posters, video, tape, what?
6. Experience.
7. Any other relevant data.
8. Cost Proposal:
  - a. The County plans to enter into a contract based on receiving a percentage of the official Board Market prices for each of the following:
    1. Computer print
    2. Laser computer paper
    3. White ledger
    4. Colored ledger
    5. Newspaper
    6. Corrugated
    7. Mixed waste paper
    8. Other recyclables named in our request
  - b. The payment of all operating costs, federal, state, county or city taxes/assessments and any and all other charges imposed by law are the sole responsibility of the contractor.

#### D. EVALUATION CRITERIA

Proposals will be evaluated by County staff. The following criteria and points will be used as guidelines in reviewing the proposals.

Contractor must demonstrate the ability to coordinate a simple, flexible, comprehensive paper collection process for recycling. Show how the process will be easy for employees and encourage a maximum amount of paper recycling. (30 points)

Contractor must demonstrate the ability to provide quality education and promotion materials. Written materials and presentations must be for the lay audience and be simple, graphic and easy to understand. Include samples of materials and a presentation outlined. (20 points)

Contractor must provide a proposal for collecting and processing paper. The proposal must be based as a percentage of the Official Board Market prices. (20 points)

Contractor must demonstrate the ability to provide accurate monthly and annual reports on recycling amounts and types of paper collected and locations. (15 points)

Contractor must indicate its intentions, if any, for employing developmentally disabled workers. (At least 50 percent of the employees collecting and processing the paper must be developmentally disabled to receive the points.) (15 points) *RESIDENTS OF MULT. CO*

Contractor must provide a proposal for collecting and processing other recyclables and list them.

**E. REVIEW AND SELECTION**

The County reserves the right to amend this RFP prior to the closing date. If it becomes necessary to amend any part of the RFP, the County will provide copies of the amendment to all parties who received the original RFP. If amendments are issued, each contractor must acknowledge receipt of each specific amendment in the proposal transmittal letter.

Contractors responding to this RFP may be required to make oral presentations or provide written clarification. Such presentations or clarification will provide an opportunity for bidders to further explain proposals and ensure a thorough mutual understanding.

The selection of parties who will make additional oral presentations will be made by . Contractors should be prepared to schedule oral presentations during the week of . The County will initiate and schedule a time and location for all presentations which may be required.

The County reserves the right to reject any or all proposals or to make an award without further discussion of proposals received. Therefore, it is important that the proposal be submitted initially in the most clear and favorable manner possible.

Questions about this RFP or the selection procedure will be accepted through . Questions should be directed to Estella Ehelebe, 248-3322.

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ATTACHMENT A  
MULTNOMAH COUNTY IN-HOUSE RECYCLING PROGRAM

ESTIMATED PICK-UP SCHEDULE

<u>BUILDING</u>	<u>NO. OF OFFICE EMPLOYEES</u>	<u>ESTIMATED PICK UP SCHEDULE</u>
A & T 610 S.W. Alder	Approx. 108	1/week
County Courthouse 1021 S.W. 4th	500	1 to 3/week
Gill Building 425 S.W. Stark	322	1/week
Ford 2505 S.E. 11th	91	1/week
ISD/Kelly 4747 E. Burnside	61	1/week
Hansen 12240 N.E. Glisan	140	1/week- On Site Shredding
Donald E. Long 1401 N.E. 68th	100	1/week
John B. Yeon 1620 S.E. 190th	61	1/2 weeks

More information on how the process will work for picking up recyclables from smaller facilities will be provided in a later document.

TO:

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(503) 248-5111

Lillie M. Walker, Director  
Purchasing Section

PUBLISH: April 27, 1989

REQUEST FOR PROPOSALS

RFP # 9P&613

MULTNOMAH COUNTY  
IN-HOUSE PAPER RECYCLING PROGRAM

PROPOSALS DUE: MAY 23, 1989

A. INTRODUCTION

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2. Contractor will provide guidance in the establishment of a collection system for other recyclables, including newsprint, corrugated paper, cardboard, plastic, bottles, glass, cans, waste oils, metals, etc., within 60 days from contract acceptance. Contractor will recycle these collected items at a schedule and locations agreed upon by Contractor and County.
3. Collection and removal of all recyclable containers will be the sole responsibility of contractor. Floor-by-floor pick up of recyclables in buildings with more than one floor is required. There are eight (8) multiple story buildings which will require this service.
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6. Contractor will provide an education and promotion program, including:
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    - Whom to contact for unusual service
    - Data concerning recent trends in recycling
    - Employee participation
  - b. Additional presentations not to exceed 10 per year.
  - c. Instructional display materials: example: indicating where barrels are, etc.
7. Contractor will have the capacity to perform document destruction off premises. Contractor will be required to know the various laws and Oregon Regulatory Statutes governing document destruction.
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#### C. PROPOSAL CONTENT

Also included in the proposal should be the following information:

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3. Contractor should describe, in narrative form:
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  - limitations
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4. Include a sample of record keeping. What kind of records will be used and supplied to the County.

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7. Any other relevant data.
8. Cost Proposal:
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ISD/Kelly 4747 E. Burnside	61	1/week
Hansen 12240 N.E. Glisan	140	1/week- On Site Shredding
Donald E. Long 1401 N.E. 68th	100	1/week
John B. Yeon 1620 S.E. 190th	61	1/2 weeks

More information on how the process will work for picking up recyclables from smaller facilities will be provided in a later document.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use) *Juf -*  
Meeting Date 4/25/89  
Agenda No. # 2

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Parental Leave Policy

Informal Only\* 4/25/89  
(Date)

Formal Only \_\_\_\_\_  
(Date)

DEPARTMENT DGS

DIVISION Labor Relations

CONTACT Kenneth Upton/Ellen Ulrick

TELEPHONE 248-5135

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kenneth Upton

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Presentation of parental leave policy options.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes

IMPACT: Impact depends on policy directions agreed upon; formal action to follow

PERSONNEL

FISCAL/BUDGETARY

-General Fund

Other \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1989 APR 18 PM 3:08

SIGNATURES:

*[Signature]*

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET / PERSONNEL 1

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

OTHER \_\_\_\_\_  
(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
POLLY CASTERLINE  
GRETCHEN KAFOURY  
RICK BAUMAN

DEPARTMENT OF GENERAL SERVICES  
PORTLAND BUILDING  
1120 SW FIFTH, 14th FLOOR  
PORTLAND, OR 97204-1934  
(503) 248-3300

OFFICE OF THE DIRECTOR  
PLANNING & BUDGET (503) 248-3303  
COUNTY COUNSEL (503) 248-3883  
EMPLOYEE SERVICES (503) 248-3138  
FINANCE (503) 248-5015  
LABOR RELATIONS (503) 248-3312  
(503) 248-5135

## M E M O R A N D U M

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager *KU* Ezu

DATE: April 17, 1989

SUBJECT: Parental Leave

Several months ago the Board requested that some options regarding parental leave be brought forward for the Board's consideration and direction. For this reason I am placing this issue on the informal for April 25th. The three options deemed by departmental representatives and DGS staff to be the most viable are:

- OPTION 1: Unrestricted use of sick leave during parental leave, i.e. formal implementation of Bureau of Labor's current reading of ORS 659.360.
- OPTION 2: Granting two weeks of paid leave to begin at birth or custody.
- OPTION 3: Guaranteeing each parent up to twelve weeks of parental leave, regardless of the amount or timing of leave taken by his or her spouse: (Note: ORS 659.360 provides that the total taken by both parents shall be twelve weeks.)

To assist in consideration of these options, Ellen Ullrick of this office has prepared a summary of pros and cons related to each one (attached). A supplemented version of the pros and cons document may be prepared for the April 25th meeting if substantial additional facts or argumentation is received.

In advance of the April 25th meeting:

1. Ellen and I will be available to meet with you or your designated staff to further explore this matter;

Board of County Commissioners  
April 17, 1989  
Page 2

2. All designated collective bargaining agents are being notified by a copy of this memorandum of the pending Board consideration of this issue; and
3. I will update the status of any pending legislation by contact with Fred Neal and Colleen Hoss, Director, LGPI, prior to the Board meeting.

If you have any preliminary questions or concerns, please call.

cc: with attachment: Michael Schrunk  
Kelly Bacon  
Robert Skipper  
Janet Jaron  
Dan Ivancie  
Department Directors  
Fred Neal  
Lloyd Williams  
Dave Warren  
All Collective Bargaining Agents  
Maureen Leonard  
Margaret Bax  
Bill Farver

File: Parental Leave Policy

6050F/KU/ld

SUMMARY OF  
THE ADVANTAGES AND DISADVANTAGES OF  
THREE PARENTAL LEAVE OPTIONS

**Option 1: Unrestricted use of sick leave during parental leave**

Description

Parents would be allowed to use accrued sick leave during the legally mandated parental leave period whether or not they or a member of their families are incapacitated.

Advantages

- Encourages parents to stay home with newborn or newly adopted children by giving them access to another source of paid leave.
- May be legally required, depending on how the courts and/or legislature interpret the parental leave law.
- The State of Oregon, City of Portland, Clackamas County, and Tri-Met have instituted this option.

Disadvantages

- Works to the advantage of fathers more than mothers, because over 90% of mothers exhaust their sick leave during recovery from the birth.
- Conflicts with the principle that sick leave is a form of disability insurance; erodes the distinction between sick leave and vacation leave.
- Encourages the exhaustion of sick leave, forcing parents into leave without pay status if they or their children become ill in the future.
- Exact costs are difficult to predict because how the change in policy would affect the use of sick leave is unknown.

Cost

Assuming that mothers now use six weeks of sick leave but on the average would use twelve weeks, and that fathers now use one week but on the average would use three weeks, the additional cost would come to about \$11,500 a year for mothers, and \$51,000 a year for fathers, or a total of about \$62,500 a year.

Other Considerations

- The other public employers who implemented this option did it in response to the Bureau of Labor's interpretation of the parental leave law. There is currently both legislation and a court case pending which may reverse that interpretation.
- Although the County has always maintained that sick leave is only for when a person is sick, its policies have not been entirely consistent. Local 88, for example, has both sick leave conversion and PERS sick leave application at retirement.

## Option 2: Granting two weeks' paid leave to begin at birth or custody

### Description

New parents will be granted two weeks of paid leave to begin when their child is born or when they take custody of an adopted child. Accrued sick leave and vacation leave will not be affected.

### Advantages

- Encourages parents to stay home with newborn or newly adopted children by giving them access to another source of paid leave.
- Benefits both parents equally.
- Encourages the saving of sick leave for future illnesses.

### Disadvantages

- Encourages the piecemeal addition of special purpose leaves instead of a more unified approach.

### Cost

Two weeks of paid parental leave would cost about \$130,000 a year.

### Other Considerations

- The County now has bereavement leave as a special purpose leave.

**Option 3: Guaranteeing each parent up to twelve weeks' parental leave, regardless of the amount or timing of leave taken by his or her spouse.**

### Description

The parental leave law requires that parents working for covered employers (about half of the Oregon labor force) be allowed up to twelve weeks of leave beginning at birth or custody. However, if both parents work for covered employers, the employers may require them to divide the twelve weeks' leave between them and in such a way that both parents are not on leave at the same time. This option would allow employees up to twelve weeks of parental leave regardless of whether their partners work for covered employers and regardless of whether their partners are also on leave.

### Advantages

- Can be applied alone or in tandem with either Option 1 or Option 2.
- Encourages consistency by guaranteeing up to twelve weeks of parental leave to all employees regardless of bargaining unit, work location, or employment status of partner.
- Encourages parents to take longer parental leaves.
- Relieves the County of the administrative burden of keeping track of leave taken by parents and their partners.

### Disadvantages

- Hampers operations at small County offices or those with highly specialized positions which depend on the knowledge and services of each employee. (Currently employees are granted up to six months of leave upon request, but management still has the right to restrict leave to the minimum required by law if operational demands require it.)
- Would add to the cost of implementing Option 1, since the amount of leave allowed would be twelve weeks per parent, rather than twelve weeks total. (Of course, very few parents have twelve weeks of sick leave accrued.)
- Would encourage the exhaustion of sick leave under Option 1.

### Costs

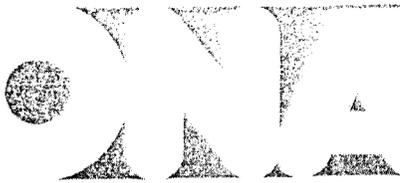
No direct cost if applied alone or in conjunction with Option 2.

Additional costs to Option 1 are difficult to predict because factors such as the number partners working for covered employers and the amount of leave parents (especially fathers) would use are unknowns. A shot-in-the-dark guess would be that Option 3 would raise the cost of Option 1 by a half to about \$94,000 a year.

### Other Considerations

- Option 3 is not intended to discourage parents from requesting additional leave. It only establishes the minimum leave entitlement at twelve weeks.

5934F/EU/kd



## Oregon Nurses Association

*President*

Sandy Houglan, R.N., M.S.

*Executive Director*

Paula A. McNeil, R.N., B.S.N.

April 24, 1989

RECEIVED

APR 25 1989

LABOR RELATIONS

Kenneth Upton, Labor Relations Manager  
Multnomah County  
General Services Dept.  
1120 SW 5th, 14th Floor  
Portland, OR 97204-1934

RE: Memo of April 17, 1989 RE Parental Leave

Dear Ken:

Oregon Nurses Association welcomes and encourages liberalization and extension of parental leave options.

Currently nurses under our contract with the county have a right to use up to six months unpaid maternity leave. There is also limited use of sick leave available for maternity, but not to the broad extent proposed by your memo.

The greatest unmet need appears to be income maintenance not related to illness or disability. In this regard a combination of points one and two with a possible extension of paid leave time to one month would be the best solution in my judgment.

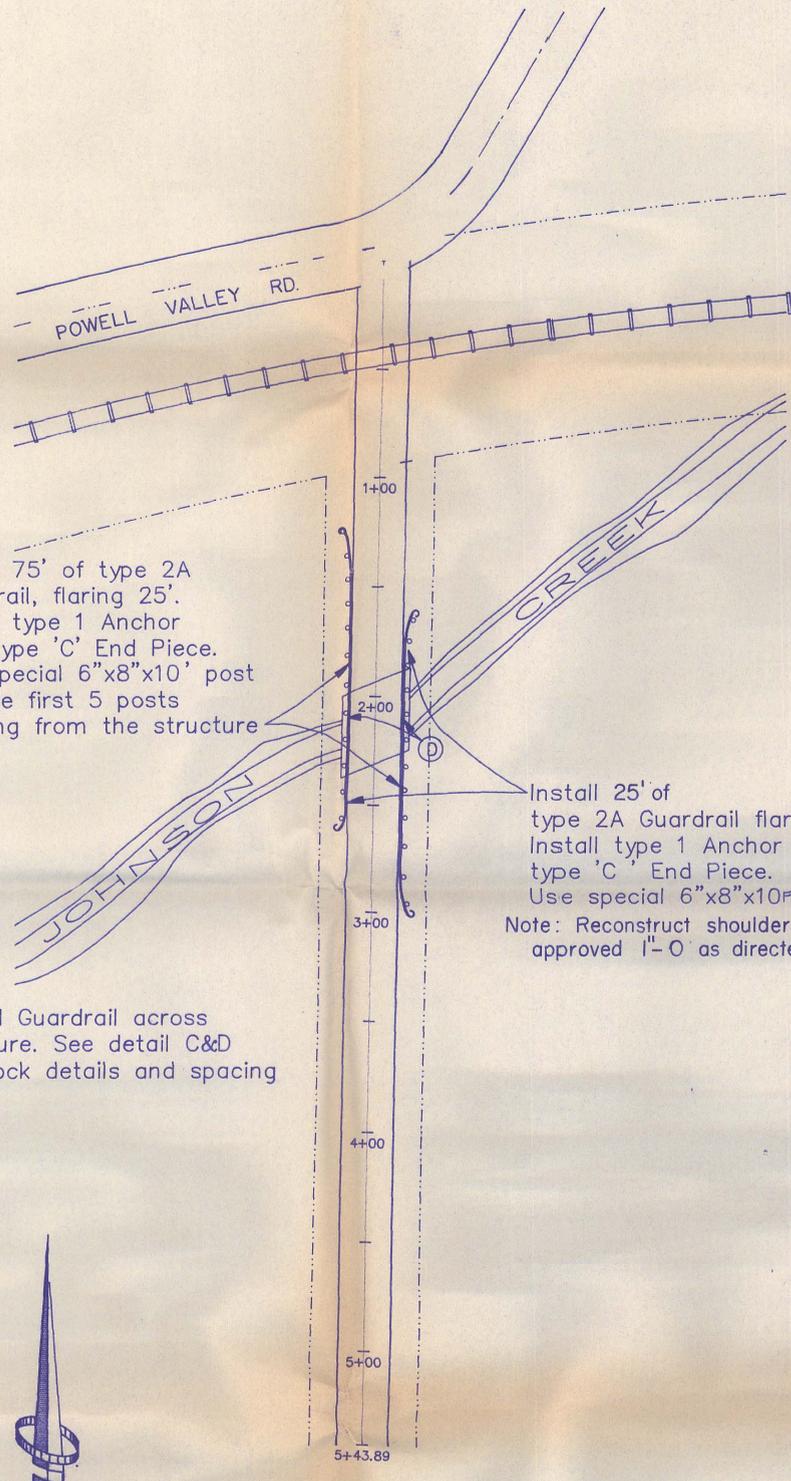
Sincerely,

A handwritten signature in cursive script that reads "James R. Bailey".

James R. Bailey  
Labor Relations Representative

ss

cc: Board of Commissioners  
Rachel Hayes, Co-Chair ONA Bargaining Unit  
Cathy Blosser, Co-Chair ONA Bargaining Unit



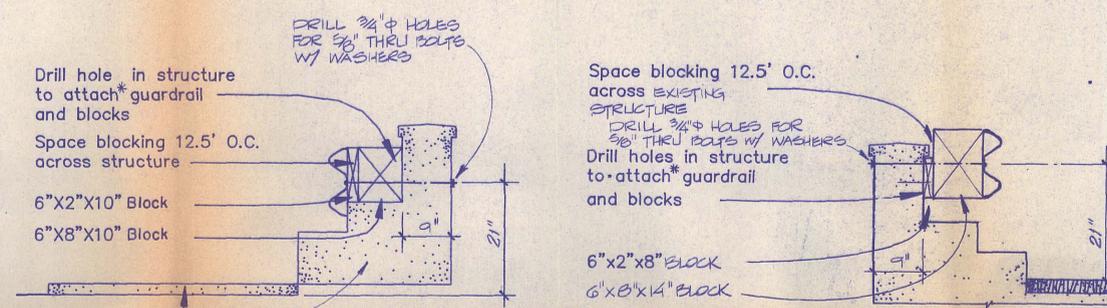
Install 75' of type 2A Guardrail, flaring 25'.  
 Install type 1 Anchor with type 'C' End Piece.  
 Use special 6"x8"x10' post for the first 5 posts starting from the structure

Install 25' of type 2A Guardrail flare.  
 Install type 1 Anchor with type 'C' End Piece.  
 Use special 6"x8"x10' posts.  
 Note: Reconstruct shoulders with approved 1'-0" as directed

D Extend Guardrail across structure. See detail C&D for block details and spacing

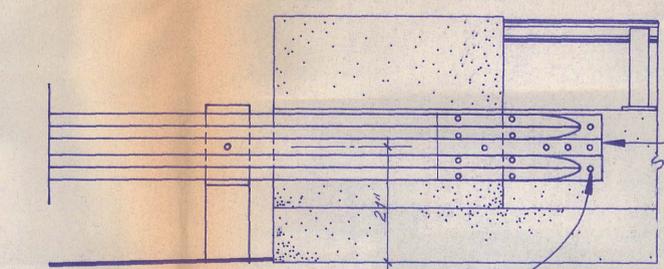


S.E. 190th AVE.



DETAIL C NO SCALE

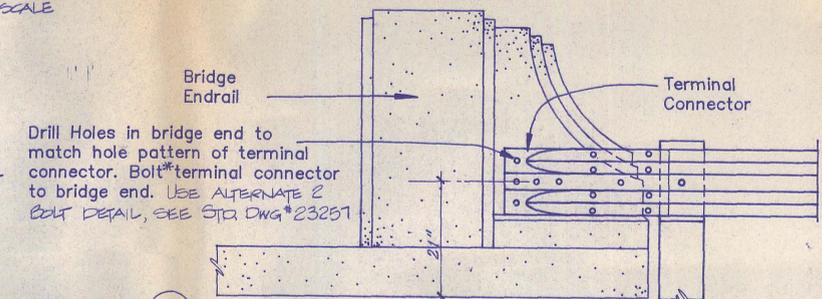
DETAIL D NO SCALE



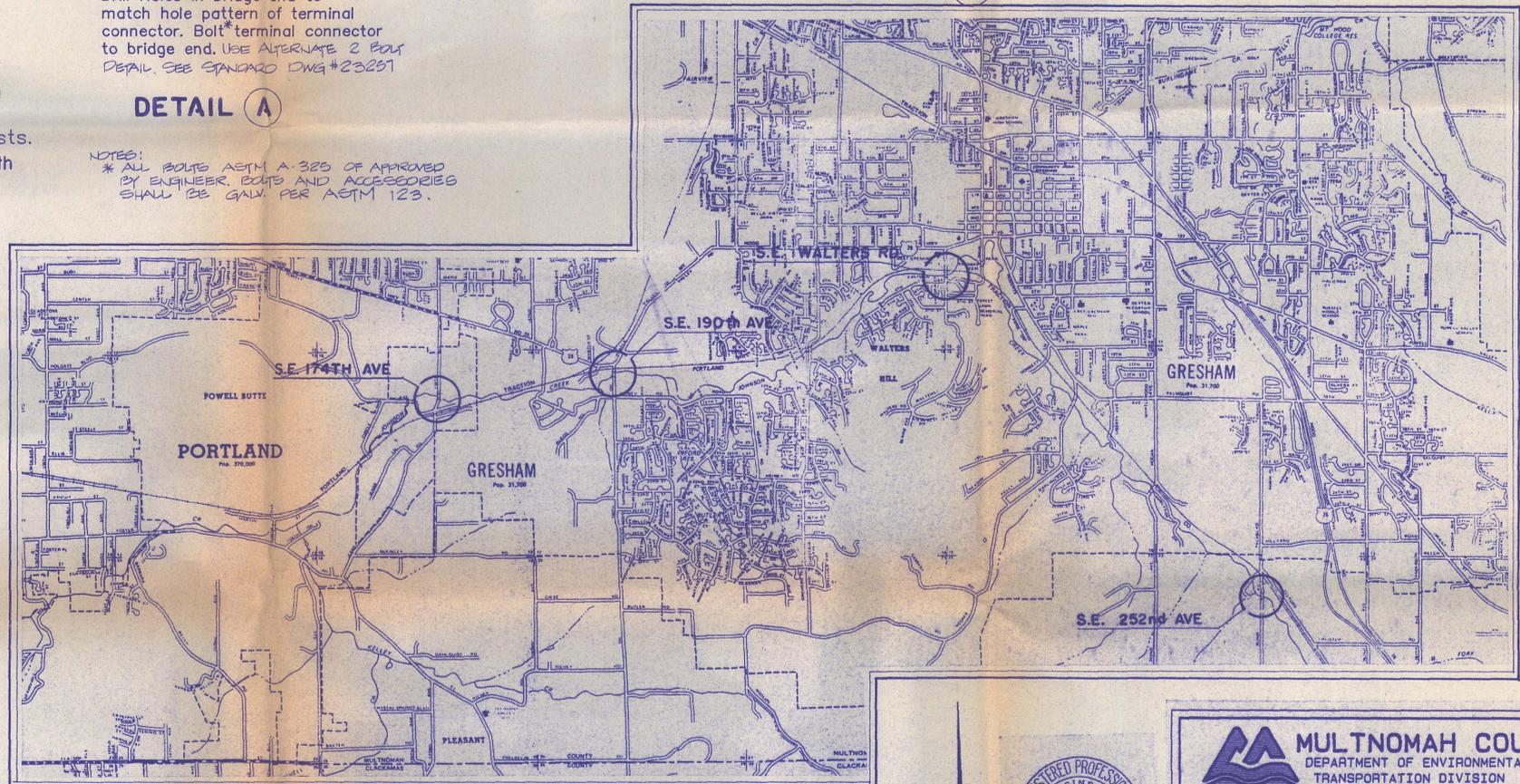
Drill Holes in bridge end to match hole pattern of terminal connector. Bolt terminal connector to bridge end. USE ALTERNATE 2 BOLT DETAIL. SEE STANDARD DWG #23251

DETAIL A

NOTES:  
 \* ALL BOLTS ASTM A-325 OF APPROVED BY ENGINEER BOLTS AND ACCESSORIES SHALL BE GALV. PER ASTM 123.



DETAIL B



VICINITY MAP



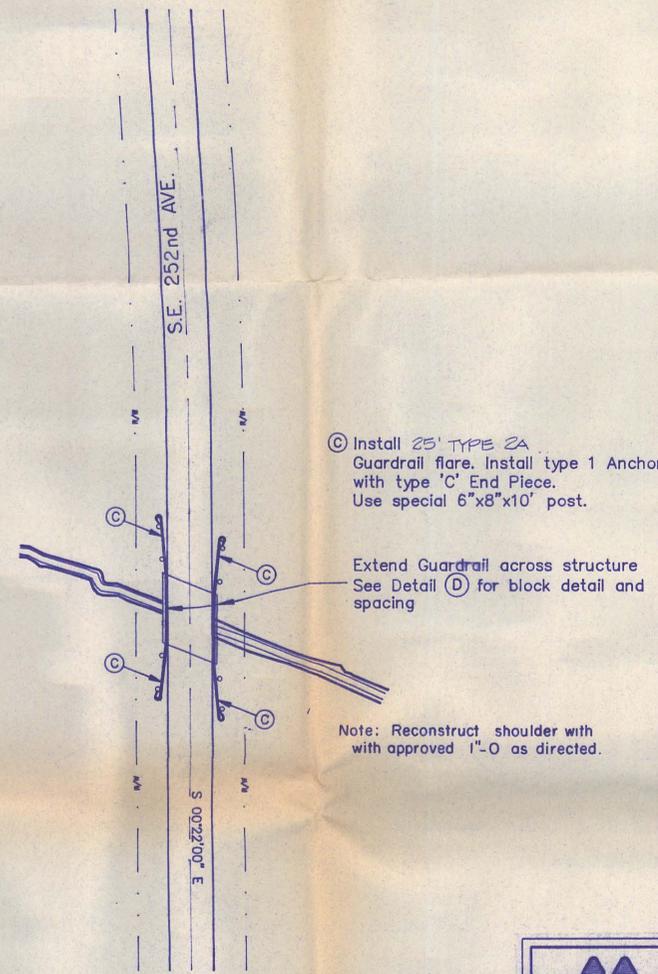
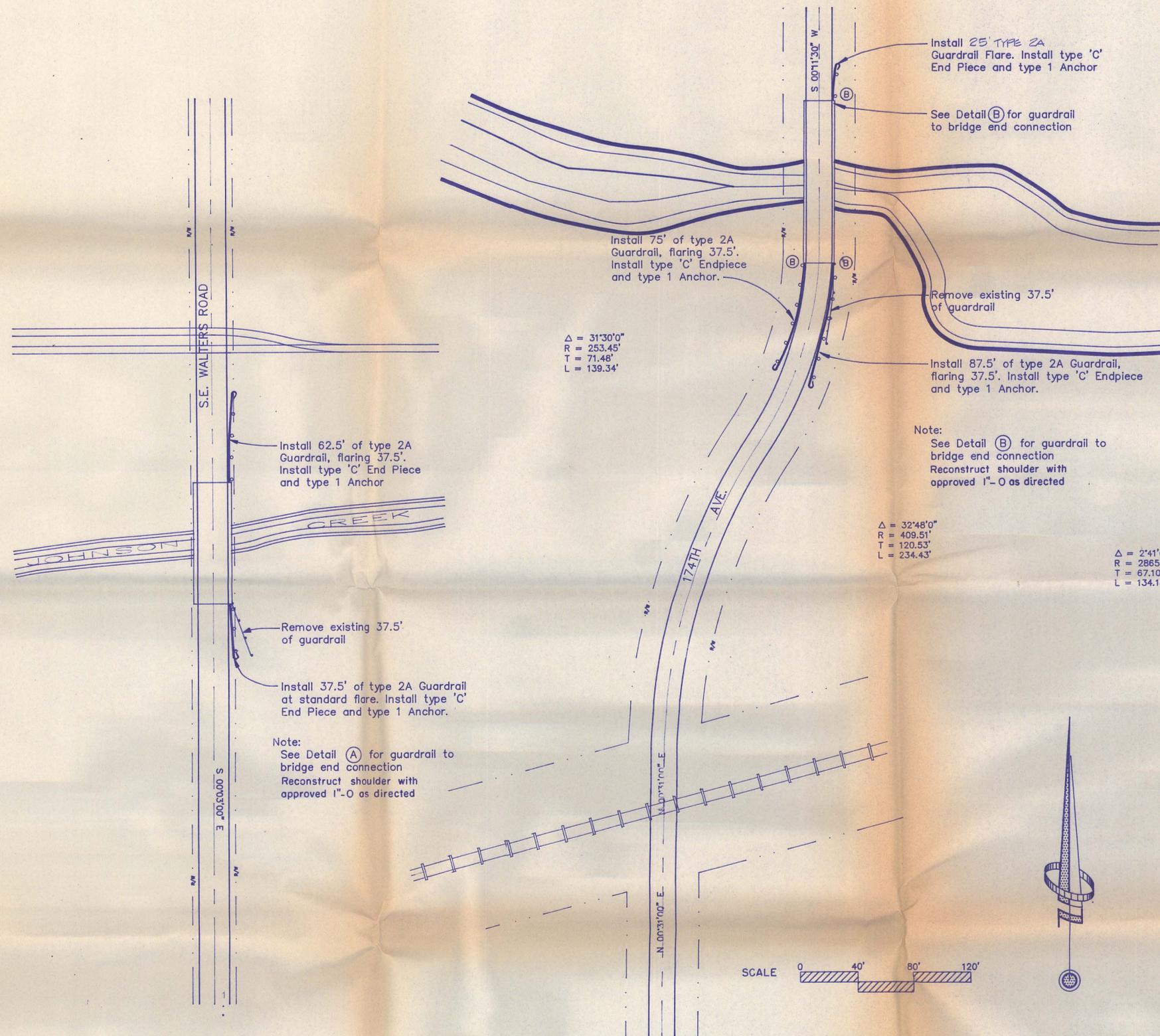
**MULTNOMAH COUNTY**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 TRANSPORTATION DIVISION  
 1620 S.E. 190th Ave. PORTLAND, ORE.  
 LARRY F. NICHOLAS COUNTY ENGINEER

**Johnson Creek Bridges  
 GUARDRAILS**

Designed	Drafted	Checked	Sht 1 of 2
Date	Scale		

# SUMMARY OF QUANTITIES

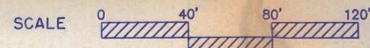
ITEM	UNIT	NET	ALLOW	GROSS
Temporary Protection and Direction of traffic	All			All
Removal of Guardrail	All			All
Watering	M. Gals	1	1	2
Aggregate, 1"-0	Ton	140	60	200
Guardrail, type 2A	Lin ft.	737.5	12.5	750
Guardrail Anchors, Type 1	Ea.	13		13
Rail End Pieces, type 'C'	Ea.	13		13
Railend Pieces, Terminal Connectors	Ea.	5		5
Extra for 10' post	Ea.	40		40



S.E. WALTERS ROAD

S.E. 174TH AVE.

S.E. 252ND AVE.



**MULTNOMAH COUNTY**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 TRANSPORTATION DIVISION  
 1620 S.E. 190th Ave. PORTLAND, ORE.  
 LARRY F. NICHOLAS COUNTY ENGINEER

**Johnson Creek Bridges  
 GUARDRAILS**

Designed	Drafted	Checked	Sht. <b>2</b> of <b>2</b>
Date	Scale		