



BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 15, 2018
10:00 a.m. - Room 308

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

Minutes, August 8, 2018 Board meeting.
Minutes, August 8, 2018 Work Session

VISITOR COMMENTS - 5 MINUTE LIMIT

CONSENT AGENDA:

- (A) Ratify the Select to Pay for the week of 08.13.18.
- (B) Cancel the 8.22.18 BOC Meeting and Work Session (Coastal Caucus).
- (C) Corrected Order 31-2018, "In the Matter of the Cancellation of Uncollectible Personal Property Taxes".
- (D) Order No. 37-2018, "In the Matter of a Sole Source Procurement for a Contract for Inmate Mail Scanner".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- (E) C78-2018 Purchase and Sale Agreement by and between Columbia County and David and Gayle Swenson, having Tax Map ID No, 6N5W06-BC-03500 and Tax Account No. 25266 in Birkenfeld, Oregon.
- (F) C84-2018 Construction Contract with TFT, Inc. for EM Watts Road ADA Ramps and Paving Improvements.

DISCUSSION ITEMS:

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

EXECUTIVE SESSION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of the Cancellation of)
Uncollectible Personal Property Taxes)

CORRECTED
ORDER NO. 31-2018

WHEREAS, ORS 311.790, read in conjunction with ORS 203.145(3) provides that, if the Tax Collector and County Counsel determine that taxes on personal property are for any reason wholly uncollectible, they may request from the Board an order directing that the taxes be cancelled; and

WHEREAS, the Tax Collector and County Counsel have made a request, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, for an order that taxes shown on the list of tax accounts, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference, be cancelled for the reasons shown therein; and

WHEREAS, the Board having reviewed the attached list of tax accounts finds that the property taxes shown thereon are indeed wholly uncollectible;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Columbia County Tax Collector is hereby directed to cancel the personal property taxes shown on Exhibit "B".
2. The warrants issued for the collection of these taxes be cancelled without charge by the Columbia County Clerk.

Dated this _____, 2018.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form

By: _____

Office of County Counsel

(Corrected to attach correct list of personal property taxes to be canceled)

EXHIBIT "A"

INTEROFFICE MEMORANDUM

OFFICE OF COUNTY COUNSEL - SARAH HANSON

TO : Board of Commissioners
FROM : Sarah Hanson
MaryAnn Guess, Deputy Tax Collector
DATE : August 10, 2018
RE : Uncollectable Personal Property Taxes
SUBJECT : Request for Cancellation

ORS 311.790 provides that the Tax Collector and District Attorney may request the Board for an order directing that uncollectable personal property taxes be cancelled if they are considered wholly uncollectable. ORS 203.145(3) provides that the County Counsel shall advise the Board and other County officers in connection with questions of a civil nature arising in the discharge of their functions.

MaryAnn Guess, Deputy Tax Collector, prepared a list of uncollectable personal property accounts and I have reviewed it. We are in agreement that the taxes shown thereon are wholly uncollectable. Therefore, we are requesting the Board issue an order directing that they be cancelled.

Thank you for your consideration

MaryAnn Guess, Deputy Tax Collector

Sarah Hanson, County Counsel

COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

"TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

		AMOUNT DUE			
ACCOUNT	OWNER	TAX YR	BUSINESS	MANF STRUCT	REASON UNCOLLECTIBLE
62	SCHARF PROP LTD -SCHARF DAVE	2013	1,013.20		Issued Judgements 2010-2013
		2012	1,099.53		Mail Returned: No Mail Receptacle, UTF 2016
		2011	1,085.88		Statement of Delinquency RTS/NMR/UTF 2017
		2010	1,189.60		Assessors confirmed - Acct is INACTIVE
			<u>4,388.21</u>		Last payment made was 7/2010
312	NORTH CREEK RECYCLING LLC	2009	12,156.03		Issued Judgements 2006-2008
		2008	7,453.08		Owner called - went out of business in March 2008
		2007	7,436.83		Filed Chapter 7 0 1/27/10 - Case #10-30551-tmb7
		2006	1,411.11		Business Closed
			<u>28,457.05</u>		Assessors confirmed - Acct is pending CANCELLATION Assessors confirmed - Acct is INACTIVE Last payment made was 5/2009
892	KENTUCKY FRIED CHICKEN DICKINSON ENTERPRISES INC	2015	1,201.39		Issued Judgements 2014, 2015
		2014	1,146.88		Business Closed
			<u>2,348.27</u>		Last payment made was 10/2015
1442	YANKTON FARMS INC	2015		153.77	Issued Judgements 2012-2015
		2014		143.78	Certified Mail Returned - Unclaimed - UTF
		2013		132.10	Warrant UTF - NDAA
		2012		126.90	Sent to Elections to research 2016
		2011		13.14	Assessors confirmed - Home has been DEMOLISHED
		2010		143.11	Assessors confirmed - Acct is INACTIVE
		2009		140.13	Last payment made was 10/2015
				<u>852.93</u>	
1627	VON BRANDENFELS CARL MARTIN	2015		47.47	Issued Judgements 2009-2015
		2014		48.91	Mail Returned 2009 - UTF
		2013		43.65	Assessors confirmed - no longer on site - owner filed
		2012		54.57	bankruptcy - property sold - unable to collect
		2011		66.33	Assessors confirmed - Home has been DEMOLISHED
		2010		72.56	Assessors confirmed - Acct is INACTIVE
		2009		71.14	Last payment made was 10/2015
				<u>404.63</u>	
1795	SMITH ROBERT W	2017		181.99	Issued Judgements 2006-2017
		2016		150.35	Mail Returned - VACANT - UTF
		2015		89.84	No elections address
		2014		88.16	Last payment made was 1/2006
		2013		76.82	
		2012		96.38	
		2011		163.90	
		2010		175.48	
		2009		172.09	
		2008		183.05	
		2007		192.93	
		2006		202.63	
		2005		102.91	
		<u>1,876.53</u>			
1993	RILEY TERRI JO	2015		49.46	Issued Judgements 2012, 2013
		2014		43.91	Mail Returned - NDA - UTF 2014
		2013		38.79	Notice of disposal of personal property pursuant to ORS
		2012		45.01	90.675 BRPER & PASSANNANTE , P.S ATTORNEYS AT
				<u>177.17</u>	LAW Assessors confirmed - Home has been DEMOLISHED Assessors confirmed - Acct is INACTIVE Last payment made was 12/2011

COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

"TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

AMOUNT DUE

ACCOUNT	OWNER	TAX YR	BUSINESS	MANF STRUCT	REASON UNCOLLECTIBLE
2077	ST HELEN JULIANN	2014		75.88	Issued Judgments 2008-2013
		2013		71.47	Mail Returned - NDA - UTF
		2012		78.00	Assessors confirmed - Home has been DESTROYED by
		2011		73.20	FIRE/Verified it is gone/CANCELLED
		2010		78.10	Assessors confirmed - Acct is INACTIVE
		2009		76.67	Last payment made was 6/2008
		2008		81.23	
				<u>534.55</u>	
2081	GRIMM CHERE HAMILTON KATHY	2015		47.79	Issued Judgements 2006-2009, 2011-2013
		2014		42.47	Mail Returned - NDA - UTF - NDAA
		2013		42.74	Assessors confirmed - Home has been DEMOLISHED
		2012		43.50	Assessors confirmed - Acct is INACTIVE due to Value of
		2011		75.71	Home - Unable to Collect
		2010		80.80	Last payment made was 3/2003
		2009		79.27	
		2008		84.01	
		2007		88.37	
		2006		92.60	
		2005		91.88	
		2004		98.91	
		2003		104.24	
		2002		125.57	
		2001		125.65	
		2000		129.25	
		1999		127.43	
1998		115.88			
1997		108.50			
1996		82.16			
				<u>1,786.73</u>	
32714	WOODRUFF, MICHAEL J	2015		1,325.44	Issued Judgement 2015
				<u>1,325.44</u>	Assessors confirmed - Home has been moved out of the County without a trip permit issued. Verified it is GONE. Assessors confirmed - Acct is INACTIVE Last payment made was 10/2015
432136	BAKER DOUGLAS C	2015	436.07		Issued Judgements 2013-2015
		2014		516.79	Mail Returned - NDA - UTF - UNCLAIMED
		2013		519.61	Given to elections in 2015
				<u>1,472.47</u>	Assessors confirmed - Floating Home had to be torn down per neighbor. It had some mold issues and was not able to be repaired. The Float still remains. Last payment made was 10/2015
433298	NW FLOORING AND HOME IMPROVEMENT INC FORTNEY PAUL B	2011	261.62		Issued Judgements 2009, 2011
		2010	438.21		Mail Returned - NDAA - UTF 2015-2017
		2009	307.77		Business Closed
				<u>1,007.60</u>	Last payment made was 2/2010
434847	OREGON PAPER COMPANY	2015	-		Issued Judgements 2012-2014
		2014	-		Mail Returned - NDA - UTF
		2013	4,876.48		Sent current balance stmt 2016 to president marie issa
		2012	5,107.84		Business Closed
				<u>9,984.32</u>	Assessors confirmed - Acct is INACTIVE Last payment made was 10/2015

EXHIBIT "B"

COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

"TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

AMOUNT DUE

ACCOUNT	OWNER	TAX YR	BUSINESS	MANF STRUCT	REASON UNCOLLECTIBLE
		TOTAL	47,657.92	6,957.98	

COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

Exhibit B

"TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

ACCOUNT	OWNER	TAX YR	AMOUNT DUE		REASON UNCOLLECTIBLE
			BUSINESS	MANF STRUCT	
1143	Larson, Jason Lee & Melanie Rachel	2017		509.14	Received notice of abandonment
		2016		501.84	Last Payment Received 2/2016
				<u>1,010.98</u>	
1758	Simonian, Robert	2015		49.61	Property query shows as an abandonment
		2014		49.38	Last Payment Received 11/2012
		2013		43.32	
				<u>142.31</u>	
1814	Smith, Scott E	2017		92.82	Abandoned - Left State and Unable to Locate
		2016		82.03	Last Payment Received 3/2017
		2015		57.44	
				<u>232.29</u>	
1841	Larsen, Jette M	2017		83.97	Received form hersner hunter attorney
		2016		99.78	Last Payment Received 1/2012
		2015		61.92	
		2014		54.87	
		2013		52.69	
		2012		59.65	
				<u>412.88</u>	
1984	Edwards, Mary S & Lynne L	2015		44.14	Notice of abandoned Mobile Home received - by
		2014		39.15	Nov 3, 2015 must be removed
		2013		39.58	Last Payment Received 2/2006
		2012		40.19	
		2011		93.90	
		2010		100.35	
		2009		98.51	
		2008		104.56	
		2007		110.09	
		2006		115.49	
		2005		2.16	
				<u>788.12</u>	
2566	Sanders, Barbara	2017		53.74	From Stephen D Petersen LLC; 4/15/16 Letter of
		2016		52.59	abandoned
		2015		37.96	Last Payment Received 11/2014
				<u>144.29</u>	
2574	Koppe, Wilhelmina & Gerardus	2017		86.61	Notice to remove personal property 45 days as of
		2016		80.58	12/21/2017 per Lewis Hanson and Co.
		2015		51.80	Last Payment Received 11/2004
		2014		52.14	
		2013		46.01	
		2012		52.10	
		2011		290.68	
		2010		314.84	
		2009		301.01	
		2008		317.20	
		2007		310.22	
		2006		20.25	
		2005		205.34	
		<u>2,128.78</u>			
32369	Simpson, Bobbi J Lewis, Gary Alan	2017		48.04	Greenew & Markley, P.C. Dec. 1, 2016 must arrange
		2016		50.82	removal of structure to be mved before Jan. 18, 2017

COLUMBIA COUNTY TAX COLLECTOR

as of 8/2/2018

Exhibit B

"TAXES ONLY " UNCOLLECTIBLE PERSONAL PROPERTY ACCOUNTS

ACCOUNT	OWNER	TAX YR	AMOUNT DUE		REASON UNCOLLECTIBLE
			BUSINESS	MANF STRUCT	
		2015		36.38	No Payments Received
				<u>135.24</u>	
434064	Brandenfels, Martin	2015		8.43	Removed - Property Foreclosed
		2014		8.56	Last Payment Received 10/2015
		2013		8.62	
		2012		8.52	
		2011		40.61	
		2010		43.78	
		2009		43.38	
				<u>161.90</u>	
434062	Brandenfels, Martin	2012		8.52	Removed - Property Foreclosed
		2011		28.01	No Payments Received
		2010		29.90	
		2009		29.67	
				<u>96.10</u>	
433059	Brandenfels, Martin	2015		8.43	Removed - Property Foreclosed
		2014		8.56	Last Payment Received 10/2015
		2013		8.62	
		2012		8.52	
		2011		36.84	
		2010		36.84	
		2009		21.79	
				<u>129.60</u>	
1600	Brandenfels, Martin	2015		26.93	Removed - Property Foreclosed
		2014		24.13	Last Payment Received 10/2015
		2013		21.87	
		2012		20.29	
		2011		68.58	
		2010		68.32	
		2009		68.21	
		2008		53.61	
		2007		56.29	
		2006		58.79	
				<u>467.02</u>	
433058	Brandenfels, Martin	2015		42.00	Removed - Property Foreclosed
		2014		40.57	Last Payment Received 10/2015
		2013		38.80	
		2012		45.48	
		2011		45.38	
		2010		45.33	
		2009		26.17	
				<u>283.73</u>	
TOTAL				6,133.24	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of a Sole Source Procurement
for a Contract for Inmate Mail Scanner

ORDER NO. 37-2018

WHEREAS, Section 6.c of the Columbia County Public Contracting Ordinance authorizes the Board of County Commissioners to award a contract for goods and services without competition when the Board determines by order that the goods or services or class of goods or services are available from only one source; and

WHEREAS, ORS 279B.075 and OAR 137-047-0275 authorize a local government to approve a sole source procurement upon finding that: (1) the efficient utilization of existing goods requires the acquisition of compatible goods or services; (2) that the goods or services required for the exchange of software or data with another public or private agency are available from only one source; (3) that the goods or services are for use in a pilot or experimental project; or (4) other findings that support the conclusion that the goods or services are available from only one source; and

WHEREAS, the Columbia County Sheriff's Office requested a sole source procurement for a computer based inmate mail screening system, which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, as explained in its request, the Sheriff's office conducted research and confirmed that the inmate mail screening system provided by ChemImage is the only product available that provides a computer based inmate mail screening system; and

WHEREAS, notice of the sole source procurement was published on March 21, 2018, in the St. Helens Chronicle, a newspaper of general circulation in the County, and in the Daily Journal of Commerce; and

WHEREAS, no protests have been received, and at least seven days has passed since the date the notice was first published;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The Board finds that a computer based inmate mail screening system is available from only one source, ChemImage.
2. The above recitals and the findings and conclusions in the Sheriff's office report, attached hereto and incorporated herein as Exhibit A, are hereby adopted in support of the Board's decision.

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///
///
///

3. The sole source procurement for a computer based inmate mail screening system from ChemImage is approved.

DATED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner



**COLUMBIA COUNTY
SHERIFF'S OFFICE**

Steven K. Salle, Chief Deputy

Exhibit A

Address: 901 Port Avenue, St. Helens, OR 97051

Phone: (503) 366-4611 **Fax:** (503)366-4644

Web Address: www.co.columbia.or.us/sheriff

July 27, 2018

Board of County Commissioner's
230 Strand Street
St. Helens, Oregon 97051

Re: Request for Sole Source Procurement for Inmate Mail Screener

The Sheriff's Office is requesting a sole source procurement based on County Ordinance 2015-2 Columbia County Public Contracting Ordinance Section 6 Subsection C 4. This states "Other findings that support the conclusion that the goods and services are available only from source".

This procurement is for an Inmate Mail Screener. The purchase of this computer will allow us to screen mail for various controlled substances. Giving us another tool for us to keep drugs from getting into our jail.

Based on the information I received from other counties in Washington State, they could not find another company that produces this type of system that scans mail and detects certain controlled substances. In addition I have performed an internet search using Google and Bing as my search engines, using the words "inmate mail screener" and "mail screener". I did not receive any hits that match the inmate mail screener.

I placed an ad in the Daily Journal of Commerce to be published on March 21, 2018. In essence saying that anyone that had a protest to this Sole Source Procurement had until March 28, 2018 at 1600 hours to make their protest known to me.

I also placed an ad in the St. Helens Chronicle to be published on March 21, 2018. In essence saying that anyone that had a protest to this Sole Source Procurement had until March 28, 2018 at 1600 hours to make their protest known to me.

The inmate mail screener will allow us to better protect our inmates and our community by giving us another tool to limit the flow of drugs into our jail. Keeping our facility safer for the deputies and inmates.

Based on the information we received from ChemImage and the lack of protests from ads, commissioners please allow us to move forward with the Sole Source Purchase of the Inmate Mail Screener.

Lt. McDowall



ChemImage Corporation
 7301 Penn Avenue
 Pittsburgh, PA 15208
 United States

+1 (412) 241-7335

www.chemimage.com

PROPOSAL

Proposal ID 00000563

Bill To Name	Mr. Tom Whiltwer	Prepared By	Robert Levy
Contact Name	Brooke McDowall	Phone	775-781-2525
Bill To	Government Leasing 830 Tenderfoot Hill Rd.. Ste 301 Colorado Springs, CO 80906 USA	Email	levyr@chemimage.com
		Expiration Date	9/11/2018
Email	brooke.mcdowall@co.columbia.or.us		

Quantity	Product	Line Item Description	List Price	Sales Price	Total Price
1.00	Extended Comprehensive Service Agreement (4-Year Package)	<ul style="list-style-type: none"> • 4-Year Package • Recipe development support • Library expansion when available • Material & labor covered (includes camera and filters) • One annual preventative agreement/year 	\$44,900.00	\$38,985.00	\$38,985.00
1.00	VeroVision Mail Screener	VeroVision™ Mail Screener Detection System <ul style="list-style-type: none"> • SWIR Hyperspectral Unit (SHU) • Mail Screening Lighting Stand for Document Scanning (Reflectance and Transmittance Modes) • Workstation Operator Control Unit with 23" Touch Screen Display • Ethernet and Sensor Head cables • Operator Manual • Limited Warranty • Installation and Training 	\$124,900.00	\$111,015.00	\$111,015.00

Subtotal	\$150,000.00
Total Price	\$150,000.00
Shipping and Handling	\$795.00
Grand Total	\$150,795.00

Special Terms

Description Early Adopter / Key Opinion Program

1. ChemImage Sensor Systems (CISS) and Facility will work together to enhance detection and identifications.
2. All Software and recipe enhancements will be provided at no additional costs during duration of the included service contracts.
3. Both CISS and Columbia Co. agree to work together to evaluate real-world samples; CISS will have access to data and occasionally any unique evidence samples for full lab analysis (ChemImage has a DEA research license and can perform these research functions under law).



ChemImage Corporation
7301 Penn Avenue
Pittsburgh, PA 15208
United States

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www.chemimage.com

4. Facility agrees to host other Oregon Jail/Prison facilities for demonstrations and will assist CISS with show casing the mail screener technology.
5. Facility agrees to be a positive reference site for CISS and if it is unable to do so, agrees to immediately notify CISS and/or its account manager of such situation so it can be immediately corrected.
6. As mutually agreed between Facility and CISS, other interested parties can visit and see a demonstration of the system.
7. First year of service agreement included in purchase price of unit.
8. Columbia County Sheriff's Office agrees to host a major media outlet event (inviting the three major Portland TV stations and newspaper) show casing their purchase and how a mail screener will benefit their facility.

Shipping

Delivery: 90-120 days ARO
Shipping: Prepay and add FOB Shipping Point
Payment: Net 30 days from invoice
See additional Terms and Conditions below

Remittance Address

ChemImage Corporation
7301 Penn Avenue
Pittsburgh, PA 15208

Make checks payable to: ChemImage Corporation
Federal E.I.N. #54-2081245

Customer Service

ChemImage Sensor Systems, LLC. Confidential Quotation
Customer Service or Questions regarding this quotation call: +1 412-241-7335
The release of this information is approved as: EAR99/NLR-No License Required "These commodities, technology or software are controlled by the Export Administration Regulations (EAR). The export or subsequent re-export must be in accordance with United States export laws and regulations. Diversion contrary to United States law is prohibited."

TERMS & CONDITIONS

Terms and Conditions

Shipping: Prepay and add
Payment: Net 30 days from invoice

These Terms and Conditions constitute a material part of the agreement between ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems (Seller) and Customer. ChemImage objects to, and does not agree to be bound by, any changes to these terms and conditions. These terms and conditions supersede any inconsistent terms and conditions in any documentation submitted by Customer to Seller. ChemImage agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, (ii) ChemImage accepts the order, and (iii) Customer is in full compliance with the terms and conditions of this Agreement. Customer agrees to purchase the Products for use within the United States.



ChemImage Corporation
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1. **Prices.** Prices are based on the products and quantity described in the quote. Any changes or deletions to the product, quantity, or specifications may alter the price. Seller reserves the right to alter the product and prices in the quote, subject to Customer's confirmation.
2. **Payment.** Payment Terms. Payment terms are net thirty (30) days from date of invoice ("Due Date"). ChemImage must receive payment at the "Remit To" address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay ChemImage a service charge of 1-1/2% per month (18% per year) or the highest amount allowed by law, if lower, on all past due amounts. In the event Customer is delinquent in payment of any amounts to ChemImage, whether or not related to this Agreement, ChemImage may, at its option declare all amounts owed to it under all agreements as due and payable immediately, and terminate this Agreement.
3. Seller offers eCommerce solutions giving customers flexible invoice and payment options.
 1. Invoice Options. Customer may choose to receive invoices
 1. Electronically via email
 2. by mail
 3. or by email and mail
 2. (b) Payment Options. Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.
4. **Delivery.** Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.(a) Damage or Shortage in Shipment. Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will pre-pay and add shipping charges to the initial invoice. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.
5. **Limited Warranties.** Seller warrants to the Customer that for a period of 1 year from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
 1. **Basic Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
 2. **Comprehensive Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts. In addition, the comprehensive service agreement provides software enhancement (no hardware changes) and additional of additional libraries (recipes) when available at no charge. During the comprehensive service agreement one preventative maintenance visit is also covered.
 3. If the customer is out of warranty, updates to software and libraries may be purchase for an additional cost. Any requests for service when system is out of warranty will be billed as time and material plus travel.



ChemImage Corporation
7301 Penn Avenue
Pittsburgh, PA 15208
United States

+1 (412) 241-7335

www.chemimage.com

6. **Software Licenses.** ChemImage grants Buyer a limited, revocable, non-exclusive right and license for the use of ChemImage VeroVision Mail Screener Software only in the specific configuration provided by ChemImage, and subject to Buyer's acceptance of the ChemImage End User License Agreement upon purchase of the VeroVision Mail Screener. Buyer shall not acquire title to ChemImage VeroVision Mail Screener Software. All updates or upgrades to the software that may be provided later by ChemImage as part of any maintenance, technical support, or other services program for the software shall also be subject to the End User License Agreement, unless a separate software license is provided. Such upgrades may be subject to additional charge.
7. **Return Goods Policy.** Seller can accept for credit only those Products that (a) do not perform pursuant to Seller's specifications for the Products, (b) may have been damaged during transportation, or (c) Customer may have received in error. Return of the Products must be authorized before any returns will be accepted. In cases of Products damaged during shipments, Customer must contact Seller according to the procedures in Section 4(a) of these Terms and Conditions, and must do so within the time period specified. Customer shall contact Seller Customer Service for instructions on the return procedure to be followed.
8. Warranty shall be void due to any of the following: a) If the product has been opened, modified, altered, or repaired, except by Seller or its authorized agents, b) if the product has not been installed or maintained or used in accordance with instructions provided by Seller, c) misuse, abuse, accident, thermal or electrical irregularity, theft, vandalism, fire, water, or other peril, d) damage caused by containment and/or operation outside the environmental specification of the product, e) connection of the product to other systems, equipment, or devices or use with other software (other than software specifically provided by Seller), or f) removal or alteration of identification labels on the product or its parts. EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES OR REMEDIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR OTHERWISE, SHALL NOT APPLY. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. REPAIR OR REPLACEMENT OF THE EQUIPMENT DURING THE APPLICABLE WARRANTY PERIOD IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER OR ITS SUBCONTRACTORS HAVE ANY LIABILITY TO CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF THE GOODS AND/OR PERFORMANCE OF THE SERVICES FURNISHED UNDER THE SALES CONTRACT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF PLANT OR EQUIPMENT, EXPENSES INVOLVING INTEREST CHARGES OR COST OF CAPITAL, LOSS OF PROFITS OR REVENUES, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF CUSTOMER. .
9. **Termination.** Seller may terminate the performance of the work under the agreement in whole at any time, or from time to time in part, by written notice to Customer.
10. **Default – Cancellation.** Customer may not cancel this order, or any portion thereof, except upon written notice to Seller and upon payment to Seller of the cancellation charges specified below. Customer acknowledges that such charges have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages and the inconvenience and non-feasibility of Seller otherwise obtaining an adequate remedy.

Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
Less than 30 Days	50%
45 Days or More	25%

Customer may not cancel any order, or portion thereof, after shipment, Buyer may not reschedule or change any order, or portion thereof, without Seller's prior written consent.
remedy.



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11. Bankruptcy/Insolvency - In the event of Customer's bankruptcy or insolvency, or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, Seller may cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall be paid the cancellation charges specified in Section 6 (Default—Cancellation).
12. Force Majeure. Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.
13. Indemnification. Customer will defend, hold harmless, and indemnify Seller from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries, or third party claims of demands to recover for personal injury, death, or property damage caused by or arising out of any of the goods or services supplied the Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage, or loss results from Seller's negligent actions.
14. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent.
15. Intellectual Property. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
16. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
17. Invoices and Notices. All correspondence covering this quote must be addressed to ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems, 7301 Penn Ave., Pittsburgh, PA 15208. The parties agree that for any transactions subject to this quote, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this quote or any document created hereunder, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
18. Severability. In case any one or more provisions contained in this quote shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Notice. Any notice given under this quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
20. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order.
21. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use



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and resale of products including Customer's acceptance of responsibility for the payment of any relevant taxes or duties, etc.

- 22. ITAR Compliance. Customer is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations (ITAR) ITAR 22 CFR , Chapter 1, Sub-Chapter M, §120-§130, the Export Administration Regulations, and other applicable U.S. export laws and regulations, as may be amended from time to time. Sale of goods may be subject to licensing requirements by the U.S. Government, and may not be resold, diverted, transferred, or otherwise be disposed of, to any other country or to any person other than the authorized end-user or consignee(s), either in their original form or after being incorporated into other end-items, without first obtaining approval from the U.S. Department of State or use of an applicable exemption. If Customer is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Customer hereby certifies that it has registered with the U.S. Department of State, Directorate of Defense Trade Controls and understands its obligations to comply with the International Traffic in Arms Regulations (ITAR) and the Department of Commerce, Export Administration Regulations (EAR). Customer shall indemnify and hold Seller harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Customer's non-compliance with U.S. export laws.
- 23. Applicable Law This Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located with the County of Allegheny within the Commonwealth of Pennsylvania.
- 24. Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment. This quote constitutes the entire agreement between Customer and Supplier, unless superseded by a Distribution Agreement signed by both parties. Any additional or different provisions proposed by Customer are rejected and will not be effective unless agreed to in writing by Seller. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.

Purchase Order must reference Quotation Number

Accepted by:

Name of Facility: _____

ChemImage Corporation

Address: _____

7301 Penn Avenue

Pittsburgh, PA 19208

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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PROPOSAL

Proposal ID 00000563

Bill To Name	Lt. Brooke McDowall	Prepared By	Robert Levy
Contact Name	Brooke McDowall	Phone	775-781-2525
Bill To	Columbia Co Sheriff's Office 801 Port Ave Saint Helens, OR 97051 USA	Email	levyr@chemimage.com
		Expiration Date	9/11/2018
Email	brooke.mcdowall@co.columbia.or.us		

Quantity	Product	Line Item Description	List Price	Sales Price	Total Price
1.00	Extended Comprehensive Service Agreement (4-Year Package)	<ul style="list-style-type: none"> • 4-Year Package • Recipe development support • Library expansion when available • Material & labor covered (includes camera and filters) • One annual preventative agreement/year 	\$44,900.00	\$38,985.00	\$38,985.00
1.00	VeroVision Mail Screener	VeroVision™ Mail Screener Detection System <ul style="list-style-type: none"> • SWIR Hyperspectral Unit (SHU) • Mail Screening Lighting Stand for Document Scanning (Reflectance and Transmittance Modes) • Workstation Operator Control Unit with 23" Touch Screen Display • Ethernet and Sensor Head cables • Operator Manual • Limited Warranty • Installation and Training 	\$124,900.00	\$111,015.00	\$111,015.00

Subtotal	\$150,000.00
Total Price	\$150,000.00
Shipping and Handling	\$795.00
Grand Total	\$150,795.00

Special Terms

Description Early Adopter / Key Opinion Program

1. ChemImage Sensor Systems (CISS) and Facility will work together to enhance detection and identifications.
2. All Software and recipe enhancements will be provided at no additional costs during duration of the included service contracts.
3. Both CISS and Columbia Co. agree to work together to evaluate real-world samples; CISS will have access to data and occasionally any unique evidence samples for full lab analysis (ChemImage has a DEA research license and can perform these research functions under law).



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4. Facility agrees to host other Oregon Jail/Prison facilities for demonstrations and will assist CISS with show casing the mail screener technology.
5. Facility agrees to be a positive reference site for CISS and if it is unable to do so, agrees to immediately notify CISS and/or its account manager of such situation so it can be immediately corrected.
6. As mutually agreed between Facility and CISS, other interested parties can visit and see a demonstration of the system.
7. First year of service agreement included in purchase price of unit.
8. Columbia County Sheriff's Office agrees to host a major media outlet event (inviting the three major Portland TV stations and newspaper) show casing their purchase and how a mail screener will benefit their facility.

Shipping

Delivery: 90-120 days ARO
Shipping: Prepay and add FOB Shipping Point
Payment: Net 30 days from invoice
See additional Terms and Conditions below

Remittance Address

ChemImage Corporation
7301 Penn Avenue
Pittsburgh, PA 15208

Make checks payable to: ChemImage Corporation
Federal E.I.N. #54-2081245

Customer Service

ChemImage Sensor Systems, LLC. Confidential Quotation
Customer Service or Questions regarding this quotation call: +1 412-241-7335
The release of this information is approved as: EAR99/NLR-No License Required "These commodities, technology or software are controlled by the Export Administration Regulations (EAR). The export or subsequent re-export must be in accordance with United States export laws and regulations. Diversion contrary to United States law is prohibited."

TERMS & CONDITIONS

Terms and Conditions

Shipping: Prepay and add
Payment: Net 30 days from invoice

These Terms and Conditions constitute a material part of the agreement between ChemImage Biothreat LLC, d/b/a ChemImage Sensor Systems (Seller) and Customer. ChemImage objects to, and does not agree to be bound by, any changes to these terms and conditions. These terms and conditions supersede any inconsistent terms and conditions in any documentation submitted by Customer to Seller. ChemImage agrees to sell the Products to Customer provided that (i) the Products are available at the time of the order, (ii) ChemImage accepts the order, and (iii) Customer is in full compliance with the terms and conditions of this Agreement. Customer agrees to purchase the Products for use within the United States.



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1. **Prices.** Prices are based on the products and quantity described in the quote. Any changes or deletions to the product, quantity, or specifications may alter the price. Seller reserves the right to alter the product and prices in the quote, subject to Customer's confirmation.
2. **Payment.** Payment Terms. Payment terms are net thirty (30) days from date of invoice ("Due Date"). ChemImage must receive payment at the "Remit To" address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay ChemImage a service charge of 1-1/2% per month (18% per year) or the highest amount allowed by law, if lower, on all past due amounts. In the event Customer is delinquent in payment of any amounts to ChemImage, whether or not related to this Agreement, ChemImage may, at its option declare all amounts owed to it under all agreements as due and payable immediately, and terminate this Agreement.
3. Seller offers eCommerce solutions giving customers flexible invoice and payment options.
 1. **Invoice Options.** Customer may choose to receive invoices
 1. Electronically via email
 2. by mail
 3. or by email and mail
 2. (b) **Payment Options.** Payment to ChemImage may be made either electronically (preferred method) or by check. In the event that an electronic payment is made, Customer must include a remittance or invoice number with each transaction.
4. **Delivery.** Freight terms are FOB Seller's shipping point unless otherwise specified. Notwithstanding anything in the foregoing to the contrary, Seller also charges a shipping charge for any of the Products. Additional charges for emergency or overnight deliveries will be the responsibility of Customer and will be added to the invoice.(a) **Damage or Shortage in Shipment.** Seller exercises care in packing shipments. To minimize the possibility of error, all orders should be inspected upon receipt. ANY DAMAGE, SHORTAGE OR OVERAGE DUE TO SHIPPING SHOULD BE REPORTED TO SELLER'S CUSTOMER SERVICE DEPARTMENT AT 412.241.7335 or 1-877-241-3550 WITHIN TWO (2) BUSINESS DAYS OF RECEIPT. Seller may reject requests for return authorization received later than two (2) business days from Customer's receipt of the Products. Customer's cooperation in providing this information will enable Seller to expedite the necessary adjustments. Customer agrees to purchase any and all insurance necessary to indemnify it against any loss in shipping. Seller will pre-pay and add shipping charges to the initial invoice. Delivery dates are not guaranteed, but are estimated on the basis of immediate receipt by Seller of all information and approvals to be furnished by Customer and the absence of delays which are excused under Section 8 (Force Majeure). Seller shall endeavor in good faith to meet estimated delivery dates.
5. **Limited Warranties.** Seller warrants to the Customer that for a period of 1 year from the date of installation, equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of installation of such equipment. Services performed by Seller in connection with such equipment, such as site training and installation services relating to the equipment, shall be free from defects for a period of one year from the date of shipment. If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Seller shall, at its sole option a) in the case of equipment, either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
 1. **Basic Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts.
 2. **Comprehensive Service Agreement** provides updates to either repair or replace the equipment or b) in the case of defective services, re-perform such services. Seller shall have the option of replacing equipment with substitute products or new or used replacement parts. In addition, the comprehensive service agreement provides software enhancement (no hardware changes) and additional of additional libraries (recipes) when available at no charge. During the comprehensive service agreement one preventative maintenance visit is also covered.
 3. If the customer is out of warranty, updates to software and libraries may be purchase for an additional cost. Any requests for service when system is out of warranty will be billed as time and material plus travel.



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Cancellation Notice Received Prior to Scheduled Delivery	Cancellation Charges (Percentage of Sales Price of Goods)
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14. Assignment. Neither this order nor any rights or obligations herein may be assigned by Customer nor may Customer delegate the performance of any of its duties hereunder without Seller's prior written consent.
15. Intellectual Property. Seller warrants that products furnished under the Sales Contract, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. Customer acknowledges and agrees that all intellectual property rights in the Products and Software and in any Seller technology, intellectual property, and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in the Seller. Customer shall not use Seller's trademark, tradename, or other indication in relation to the Product unless in accordance with Seller's instructions or prior written approval and solely for the purposes expressly specified by Seller in writing. Customer shall not have nor obtain any right, title, or interest in or to any Seller's owned trademarks, tradenames, or other indications. Customer acknowledges all rights, title, and interest of Seller in respect of and to Seller's owned trademarks, tradenames, and other indications.
16. Attorneys' Fees. In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel of the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.
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18. Severability. In case any one or more provisions contained in this quote shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Notice. Any notice given under this quote shall be in writing and will be effective: (i) when delivered if delivered in person; or, (ii) three (3) days after deposited in the United States mail to the address provided on the first page of this quote. Email communications are solely for the convenience of the parties and will not constitute valid or effective legal notice for purposes of this quote.
20. Taxes Prices do not include any municipal, provincial, state or federal sales, use, excise, value added or similar taxes. Consequently, in addition to prices specified, the amount of any present or future taxes, duties and/or tariffs that may be imposed shall be paid by Customer, or in lieu thereof, Customer will provide Seller with a tax exemption certificate acceptable to the taxing authorities. International sales are subject to applicable transportation and import duties, licenses, and fees, or as agreed to by the purchase order.
21. Export Laws Customer agrees to comply with all applicable export laws, assurances, codes, and license requirements and controls of the United States and other applicable jurisdictions in connection with the use



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- 23. **Applicable Law** This Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding the United Nations Convention on Contracts for the International Sale of Goods ('CISG') and excluding its conflict of laws rules. Customer submits to the jurisdiction of the state and federal courts located with the County of Allegheny within the Commonwealth of Pennsylvania.
- 24. **Entire Agreement; Additional or Different Provisions Rejected; Modifications; Amendment.** This quote constitutes the entire agreement between Customer and Supplier, unless superseded by a Distribution Agreement signed by both parties. Any additional or different provisions proposed by Customer are rejected and will not be effective unless agreed to in writing by Seller. The parties may agree to amend provision(s) contained in these Terms and Conditions if such amendment (1) specifically references the provision(s) in these Terms and Conditions to be amended; (2) specifically provides how such provision(s) is amended, and (3) is executed by the President of Seller. Otherwise, this Quote may be amended or renewed only by written agreement of both parties.

Purchase Order must reference Quotation Number

Accepted by:

Name of Facility: _____

ChemImage Corporation

Address: _____

7301 Penn Avenue

Pittsburgh, PA 19208

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



HUMBOLDT COUNTY SHERIFF'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: May 31, 2016
TO: Humboldt County
FROM: Dean Flint, Lieutenant /
SUBJECT: VeroVision Mail Screener

We have come before this committee in the past requesting funds for equipment which serve the sole purpose of the detection of narcotics and other contraband entering the correctional facility. Most recently this board approved the funding of the SOTOR RS Full Body Scanner, which is now in place and operational within the correctional facility.

Sheriff Downey is dedicated to the mission of detecting the introduction of these types of contraband by utilizing tools such as the Body Scanner and a narcotic detecting police service dog. These efforts seek a common goal with other stakeholders, such as the Humboldt County Probation Department and the Department of Health and Human Services, to reduce recidivism and drug addiction through education and programs within the correctional facility and with continued support for offenders after release.

We have said before, inmates smuggle contraband into the facility in various ways, often packing latex gloves or balloons with contraband and secreting these items in their rectum or vaginal cavity. These contraband items are used by the offender themselves or in most cases sold to other inmates who may be detoxing from controlled substances. When these drugs are successfully smuggled into the facility it allows the offenders to continue the behaviors of substance abuse which they were so accustomed while not in custody, completely circumventing the efforts we all have committed to, which is the rehabilitation of those offenders who are dealing with issues of substance abuse.

To reiterate information which we have shared with the board in the past, possession of narcotics within the correctional facility has increased almost 34% from January 2012 through December 2015.

Now with the Body Scanner operational inmates are being more creative in their efforts to introduce the contraband to the correctional environment without being detected by the narcotic detecting police service dog or Body Scanner. Correctional staff have been told by inmates in the past that narcotics, especially methamphetamine, is turned into a liquid form and used to saturate paper. When the paper is dry it leaves no distinguished water mark when used with colored paper. Incoming mail is always screened for contraband, but this method appears to be undetected by the staff screening the mail. Most recently, on May 15, 2016, a Correctional Deputy working within a housing unit of the facility noticed

inmates grouped together and acting suspiciously. When the officer confronted the inmates one of them was found to be in possession of a small piece of orange paper, which was wrapped in toilet paper. Being curious of why a person would make an effort to hide a simple blank piece of paper, the deputy investigated further and found another inmate in possession of a similar piece of paper, which also appeared to be tom from a larger one. A search of the housing unit revealed a larger piece of orange paper, which smaller ones appeared to be tom from. The paper was tested for narcotics using standard field test kits, and returned with a positive test form methamphetamine. This paper cleared the screening process, unnoticed by the staff responsible for clearing mail to be delivered to inmates. This incident confirmed our suspicions that the information we had been hearing about the process of soaking paper in methamphetamine was in fact true.

On May 17, 2016 I met with Robert Levy, a representative of a ChemImage Sensor Systems, a company which specializes in the detection of concealed drugs and common cutting agents. Robert demonstrated a new, cutting edge, system that detects controlled substances which cannot be seen by the human eye without intense scrutiny, or if at all. The system he demonstrated was impressive to say the least, as he passed simple plain envelopes and stationary through the scanner which revealed saturated controlled substances that had passed our inspection completely undetected. The system is calibrated to detect Cocaine, Heroin, Ketamine, Methadone, Methamphetamine, PCP and Suboxone to name a few. Scanning of documents is done in seconds to indicate an illicit substance, and the company promises that on delivery the system will not only detect the substance, but identify specifically what the substance is. ChemImage is in the process of validating their substance identification to the point its validation is admissible and defensible in a court of law, just as any chemical field test is now. This technology is important because it would not "use" a portion of the substance, which is the case with chemical testing, thus destroying a portion of the substance which could impact the ability for additional testing if requested in a laboratory.

This tool would add an additional layer of control to the problem of the introduction of narcotics into the correctional facility, which in turn provides a safer and more successful environment for the rehabilitation of substance abusers.

The Humboldt County Sheriff's Office respectfully requests the CCP Board approve the "One Time Funding" in the amount of \$159,987.84 for the purchase of the VeroVision Mail Screener. This funding will include delivery, set up, training, and three years of a complete and comprehensive service contract.

I urge the board to move forward with funding this proposal in the interest of the continued success of the rehabilitation efforts we are all committed to achieving.

Thank you for your consideration.

Dean Flint, Lieutenant
Humboldt County Sheriff's Office

**VENTURA COUNTY
SHERIFF'S OFFICE**

M E M O R A N D U M



DATE: July 27, 2018~~April 14, 2016~~~~March 7, 2016~~
TO: Procurement Services
FROM: Rob Davidson, Captain
RE: Request to Waive Bidding Requirements

The Sheriff's Office is exploring the use of spectral imaging to detect attempts to smuggle illicit drugs into the jail. The introduction of illicit drugs into the jail is a dangerous and serious issue for our jails. Inmates who obtain and use drugs in jail suffer medical emergencies, become combative with other inmates and staff and present safety concerns when they become uncontrollable and violent because of their drug use.

In an attempt to detect and interdict these drugs, the Sheriff's Office has implemented technology and innovations such as canine detection and body scanners. We are now moving toward the introduction of a mail screening device that will assist in not only preventing drugs from entering the jail through mail service, but will also allow inmates to receive mail that was once rejected because we had no reliable method of screening for drugs.

We believe the VeroVision Mail Screener by ChemImage is alone in the market with no other companies providing equipment designed for this use. In support of this, I have outlined the answers to the questions specified in the "Request to Waive Bidding Requirements" form.

Product is available from one distributor, or direct from manufacturer:

The market place for drug detection technology is narrow, with only a handful of laboratories providing equipment for this purpose. With the exception of ChemImage, the equipment is designed for use in the field by law enforcement and other interdiction organizations. The products are designed to test single items that are suspected of being drugs and take several minutes to process. This technology also requires the item to be swiped with a test platen of some type, which is then inserted into the testing device for analysis. This is akin to having your luggage screened at the airport for explosives.

This technology and process is slow and would be unusable in the corrections environment; the volume of mail to be screened numbers in the hundreds (per day).

ChemImage is the only company we have found that has designed a product specifically designed to use light (spectral imaging) to detect illicit drugs. This process removes the need for test platens and inserting anything into the machine. Instead the item is scanned and analyzed using light waves. This speeds up the process to a matter of seconds per item to be screened; which makes the technology usable in the jail environment.

Also, test platens, reagents and other types of contact testing ~~regimines~~regimens create a waste stream for landfills and the environment. For example, NIK kits use acids and chemicals to provide a test and once used are merely thrown away. The use of light and spectroscopy does not generate any waste or byproducts as a part of the test or screening. Further, there are also no harmful emissions generated by the unit unlike x-ray or millimeter wave technologies.

After becoming aware of this product, I conducted an extensive internet search for similar products and found none. As indicated earlier in this request, there are companies which make drug/explosive detection equipment for field use. However, as pointed out, this equipment requires a suspected sample to be inserted into the equipment (via a platen) for analysis.

Additionally, the ChemImage equipment does not require any suspect sample to be taken, the entire item is scanned by the equipment and analyzed using spectral imaging. This technology was developed by ChemImage under a grant from the Defense Advanced Research Projects Agency, a branch of the Department of Defense. ChemImage possesses numerous patents which make their product the sole item in this category of drug screening.

After conducting an extensive search as well as contacting the National Institute of Justice – Sandia ~~Laboratories~~Laboratories in New Mexico, I can certify that I found no other equipment that performs the mail screening task.

If I can provide any additional information, please do not hesitate to contact me (805) 648-9275.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tucker, Johnston & Smelzer Inc 1301 Grandview Avenue, Suite 400 Pittsburgh, PA 15211	CONTACT NAME: Charlene Dean PHONE (A/C, No, Ext): (412) 395-4000 E-MAIL ADDRESS: cdean@tjsins.com FAX (A/C, No): (412) 381-9368																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance Co.</td> <td></td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td></td> <td>20281</td> </tr> <tr> <td>INSURER C: Chubb Indemnity Insurance Company</td> <td></td> <td>12777</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Great Northern Insurance Co.		20303	INSURER B: Federal Insurance Company		20281	INSURER C: Chubb Indemnity Insurance Company		12777	INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Chemimage Corporation 7301 Penn Avenue Pittsburgh PA 15208																					

COVERAGES **CERTIFICATE NUMBER: CL15122908441** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35808757	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73242676	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per acc'dent) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		79781737	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71648805	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PRODS LIABILITY-CLAIMS MADE		35808747	1/1/2016	1/1/2017	PRODUCTS LIABILITY \$5,000,000
B	ERRORS&COMISSIONS-CLAIMS MAD		35808747	1/1/2016	1/1/2017	ERRORS & OM SSIONS \$10,000,000

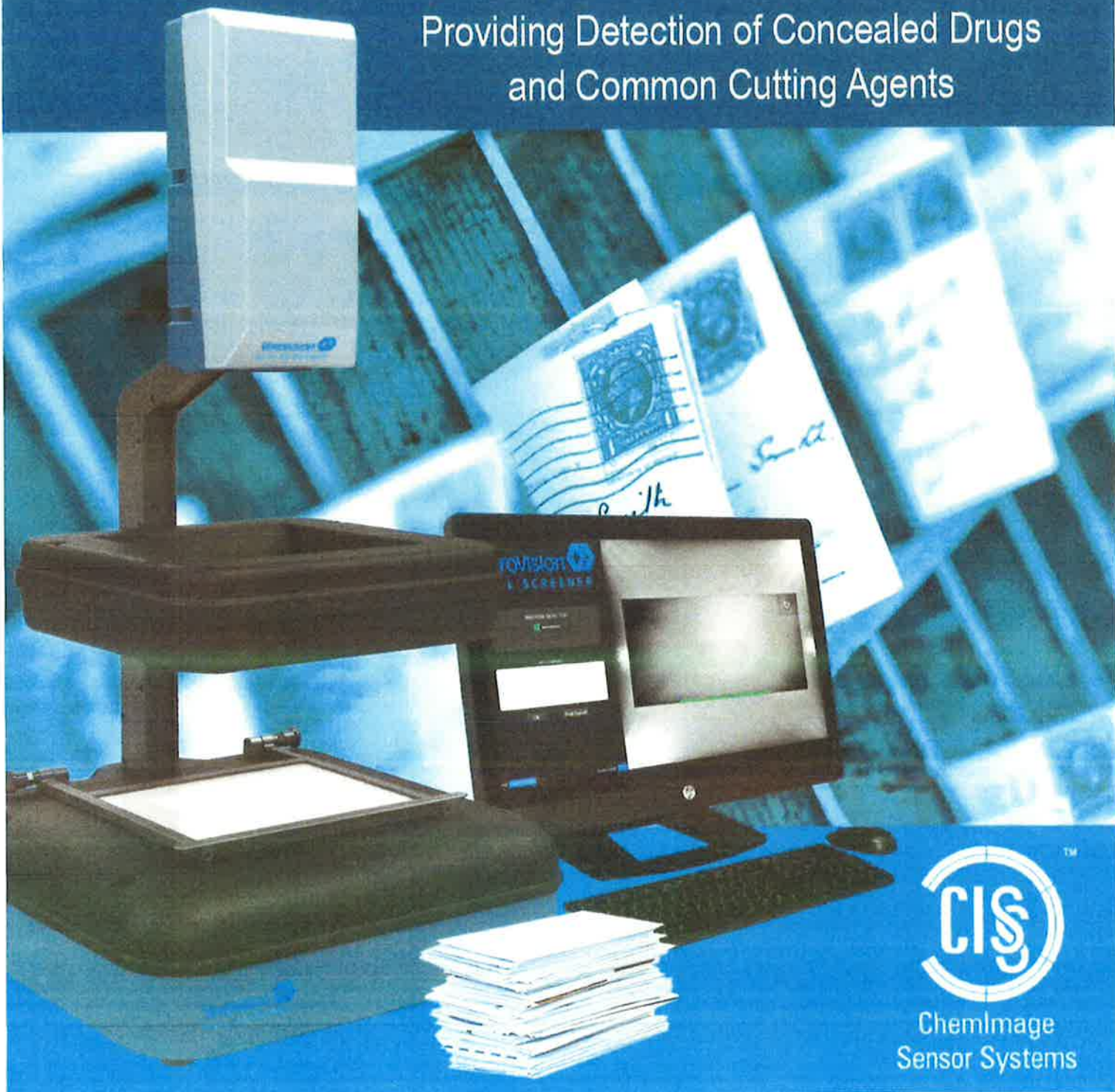
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charlene Dean/CLD <i>Charlene Dean</i>
-------------------------------	--

VeroVision™

MAIL SCREENER

Providing Detection of Concealed Drugs
and Common Cutting Agents



CIS™
ChemImage
Sensor Systems

Stop Drugs from Getting Through Your Screening Process

Are drugs entering your facility through the mail, even after visual inspection? The VeroVision Mail Screener features a simple, *one click detection* interface that allows the operator to quickly scan mail and clearly confirm the existence of an illicit substance.

The VeroVision Mail Screener

- Provides detection of suspicious substances with just a click of a button.
- Utilizes near-infrared light to reveal what cannot be seen with the human eye.
- Detects illicit drugs and common cutting agents by using advanced acquisition and processing methods.
- Sees through envelopes, paper, stamps, stickers, and even under crayon.
- Can image an entire sheet of paper (9 x 12 inches) in seconds using wide-field spectral imaging.
- Presents the results in an easy-to-understand user interface.
- Generates a report with imagery for documentation; customizable for your facility.
- Detects, collects high-resolution spectral data, and makes a presumptive identification of the substance (future enhancement).



One Click Detection
Allows anyone to quickly scan and detect suspicious substances.



Photograph of Envelope

Sample of an illicit substance detection; freebase cocaine hidden behind the mailing address label.



Photograph of Envelope

Sample of a common cutting agent detection; baking soda sealed inside the edge of an envelope.



User Interface Screen



User Interface Screen



Photograph of Coloring Book Page



User Interface Screen

Sample detection of Suboxone® that has been mixed with crayon and watercolor.

Support for Visual Inspections

Visual inspection of mail can reveal a suspicious looking powder, or a letter adhesive that looks like water has been applied to it. These findings are obvious red flags to most inspectors. With the Verovision Mail Screener, inspectors can detect the not-so-obvious presence of an illicit substance. In the time it takes for a physical/visual inspection, the Verovision Mail Screener can detect a number of common drugs and cutting agents.

Drugs of Interest

Cocaine
 Heroin
 Ketamine
 Methadone
 Methamphetamine
 PCP (Phencyclidine)
 Suboxone®

Cutting Agents

Baking soda
 Caffeine
 DMSO
 Lidocaine
 Phenacetin
 Procaine

Suboxone® is a registered trademark of Reckitt Benckiser Pharmaceuticals Inc.

Additional drugs of interest may be added to the libraries.



Photograph of Business Card

Sample detection of Methamphetamine inserted between the paper layers of a business card.



User Interface Screen

Sample detection of caffeine, a common cutting agent, hidden between layers of greeting card.



Photograph of Greeting Card



User Interface Screen

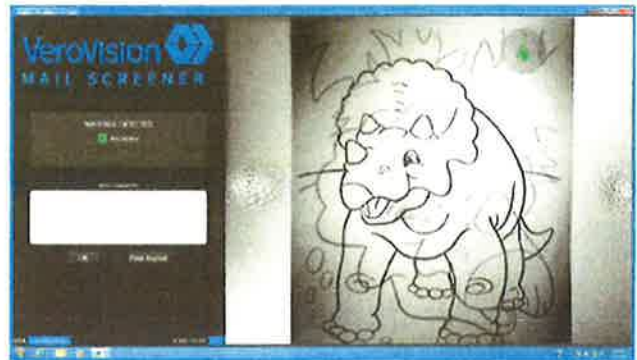
How Does it Work?

The VeroVision Mail Screener uses a method known as hyperspectral imaging to detect and highlight the presence of unknown substances that may be hidden in a sample. Facilitated by innovative imaging spectrometers incorporating a unique sensor technology, this method is highly effective as it targets chemical information that can be specifically visualized in the near-infrared (NIR) spectrum. NIR light, invisible to the human eye, extends just beyond the red portion of the visible spectrum.

The NIR light can penetrate the articles of mail, allowing for detection of concealed illicit substances, while at the same time suppressing background materials, colors and patterns commonly associated with ordinary envelopes, greeting cards, papers, and stamps.

VeroVision utilizes advanced acquisition and processing methods to detect the presence of illicit substances within the articles of mail. These detections are presented to the user in a simple interface which allows for report generation, inclusive of images.

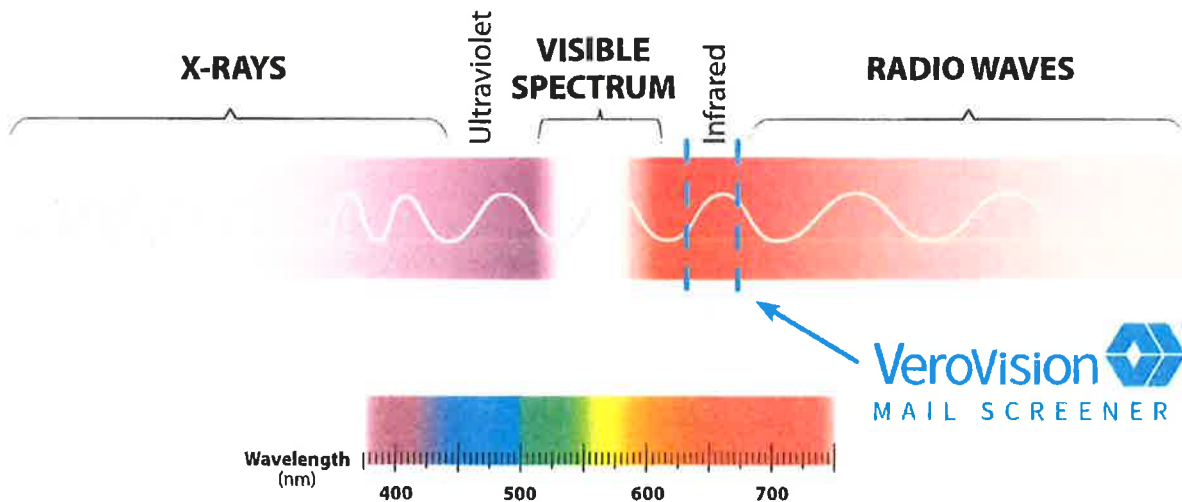
Once an illicit substance has been detected, high-resolution spectral information can be acquired and used to generate a presumptive identification of the substance (future enhancement).



Photograph of coloring book page (upper) and illicit substance detected underneath the sticker (lower).

NIR imaging can minimize background coloring or patterns within a sample (a common interference during visual inspections) to provide an easy and conspicuous detection of an illicit substance.

Understanding Visible and Invisible Light





Sunlight

What is Hyperspectral Imaging (HSI)?

HSI is an extension of digital imaging that acquires many images at different wavelengths. VeroVision utilizes a unique NIR filter technology to control the wavelength of light that passes through the filter and subsequently reaches the camera. After a series of images are collected at different wavelengths, the resulting set of images is called a hypercube.

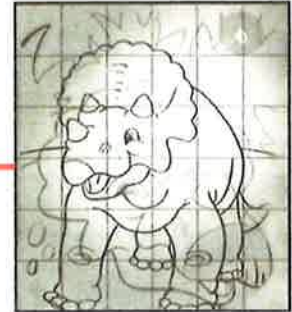


Reflected Light

Imaging Optic

NIR Filter

FPA Camera

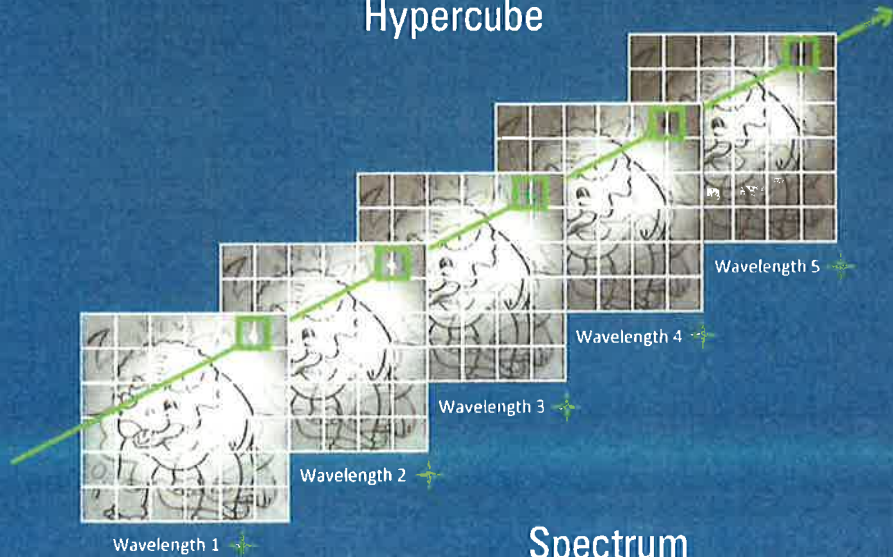


Detection Method

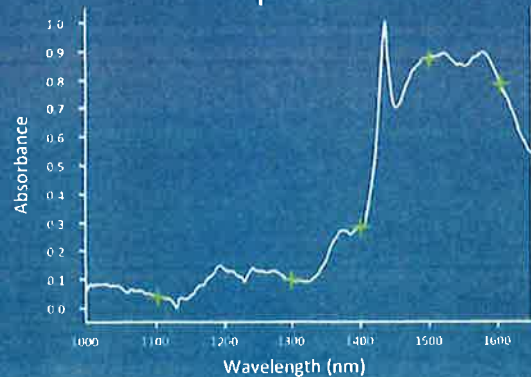
The hypercube (example top right) is a sequence of individual digital images, each collected at a different wavelength.

At every pixel within the image, the intensity is plotted as a function of wavelength, resulting in a spectrum of the material (example bottom right). The spectrum is then used to classify possible illicit substances.

Hypercube



Spectrum





Product Specifications

Device Type	NIR Hyperspectral Imaging Device (800 – 1800 nm)
Optical System	Integrated field-of-view (dual magnification) lens system
Field-of-view	12" x 9" (high magnification, 6" x 4.5")
Power Requirement	100-240 VAC, 50-60 Hz
System Dimensions	22.5" W x 23" D x 48" H
System Weight	90 lbs (not including workstation)
User Interface	23 inch all-in-one workstation
Printer	Available as accessory

VeroVision™

MAIL SCREENER





TM

ChemImage
Sensor Systems

7301 Penn Avenue, Pittsburgh, PA 15208 | Tel: 412-241-7335 | info@cisensorsystems.com | www.cisensorsystems.com

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SOLE SOURCE PATENT INFORMATION

It is known and has been documented that the threat for drugs and illicit material entering facilities continues to emanate from three main ingress points, visitors, correction officers, and the mail, "The OIG found that inmate visitors, staff, and the mail are the three primary ways drugs enter BOP institutions." United States Department of Justice Office of Inspector General Evaluation and Inspections Division (2003). THE FEDERAL BUREAU OF PRISONS' DRUG INTERDICTION ACTIVITIES Report Number I-2003-002. ChemImage recognizes this threat and has assembled the proper technology to minimize this threat to the safety of officers an inmate. The two technologies work in conjunction with each other by empowering officers to properly scan the three primary entry points into prisons. ChemImage and Find All securities have teamed together to provide the total solution.

ChemImage has designed and developed its mail screener and integrated proprietary software to interdict drugs hidden in the mail. It has based this system architecture around the following list of patents.

I hope this information along with our condensed sole source document will assist you with you process. Please let me know if more information is required and I will coordinate a short phone call to clarify your needs with my Director of Sales, Peter Safran.

1	Issued	7,046,359	System and method for dynamic chemical imaging
2	Issued	7,317,516	Near Infrared Chemical Imaging Microscope
3	Issued	7,436,500	Near Infrared Chemical Imaging Microscope
4	Issued	7,548,310	Method and Apparatus for Compact Spectrometer for Multipoint Sampling of an Object
5	Issued	8,269,174	Method and apparatus for compact spectrometer for multipoint sampling of an object
6	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
7	Issued	8,368,880	Chemical imaging explosives (chimed) optical sensor using swir
8	Issued	USRE39977 E1	Near Infrared Chemical Imaging Microscope
9	Issued	8,094,294	Multipoint method for identifying hazardous agents

10	Issued	8,269,174	Method and Apparatus for Compact Spectrometer for Multipoint Sampling of an Object
11	Issued	8,368,880	Chemical imaging explosives (chimed) optical sensor using swir
12	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
13	Issued	9,103,714	System and methods for explosives detection using swir
14	Issued	6,992,809	Multi-conjugate liquid crystal tunable filter
15	Issued	7,072,770	Method for identifying components of a mixture via spectral analysis
16	Issued	7,362,489	Multi-conjugate liquid crystal tunable filter
17	Issued	7,362,489	Multi-conjugate liquid crystal tunable filter
18	Issued	7,409,299	Method for identifying components of a mixture via spectral analysis
19	Issued	7,933,430	Method and apparatus for spectral mixture resolution
20	Issued	7,956,991	Method and apparatus for interactive hyperspectral image subtraction
21	Issued	8,400,574	Short wave infrared multi-conjugate liquid crystal tunable filter
22	Issued	8,537,354	System and method for instrument response correction based on independent measurement sample
23	Issued	8,736,777	VIS-SNIR multi-conjugate liquid crystal tunable filter
24	Issued	8,289,513	System and method for component discrimination enhancement based on multispectral addi imaging
25	Issued	8,400,574	Short wave infrared multi-conjugate liquid crystal tunable filter
26	Issued	8,525,987	Method for operating an optical filter in multiple modes

27	Issued	9,464,934	System and Method for Correcting Spectral Response Using a Radiometric Correction Filter
28	Issued	8,736,777	VIS-SNIR Multi-Conjugate Tunable Filter
29	Issued	7,990,532	Method and apparatus for multimodal detection
30	Issued	8,582,089	System and method for combined raman, swir and libs detection
31	Issued	8,553,210	System and method for combined raman and libs detection with targeting
32	Issued	8,547,540	System and method for combined Raman and LIBS detection with targeting
33	Issued	8,743,358	System and method for safer detection of unknown materials using dual polarized hyperspec imaging and Raman spectroscopy
34	Issued	7,679,740 B2	Method and apparatus for multimodal detection
35	Issued	8,379,193 B2	SWIR targeted agile raman (STAR) system for on-the-move detection of emplace explosives
36	Issued	8,994,934 B1	System and method for eye safe detection of unknown targets

- This is the only technology that uses infrared spectroscopy that sees through mail articles to detect narcotics concealed within the paper.
- This same technology can also see through/under stamps, glue seams, business cards, manila envelopes and address labels
- System is set at 5 mg per centimeter squared which is one dosage unit (possession) as opposed to "trace" amounts that will cause false positive due to the fact that the US mail has many drugs mailed through the mail stream, creating low level contamination.
- Only system that produces a written report with both the spectral imagery with the narcotics location but also a color image of the positive mail article for use in administrative proceeding eliminating the need to bring the actual drug contaminated article.

- The only system using infrared light spectroscopy to conduct a non-destructive and non-contact presumptive identification of the narcotic present in the mail article. This adds to staff safety so as to not cause staff to additionally handle the mail article for analysis. This is extremely important in the area of Fentanyl interdiction where this narcotic is trans-dermal and can easily overdose and injure staff.



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Toll Free: 1.877.241.3550
Tel: 412.241.7335
Fax: 412.241.7311
www.cisensorsystems.com

VeroVision™ Mail Screener

Sole Source Justification

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Corporate Credentials	3
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Specifications.....	4
Contrast to Other Technologies	6



Introduction

Drugs entering correctional facilities through the mail is a known problem within the corrections community, therefore, correctional facilities have instituted various policies and procedures for inspecting incoming mail. Human inspection, the most common form of mail inspection, is naturally prone to inconsistency, especially when multiple individuals inspect the mail. In most facilities, mail screening is a tedious and repetitive process, therefore, the human inspectors are often subject to the effects of boredom that can occur during the inspection process. To further complicate matters, offenders are becoming more creative with their drug concealment methods, making the task of finding drugs in the mail all the more challenging.

In an effort to reduce the likelihood of drugs entering the facility through the mail as well as to combat especially creative concealment methods, many institutions have placed stringent restrictions on the types of items that can be sent to the inmates. Because of these tight restrictions, many inmates are suing the institutions over their mail screening policies and practices.

The VeroVision™ Mail Screener was introduced to address the various challenges associated with preventing drugs from entering the corrections facilities through the mail.

The VeroVision Mail Screener utilizes near-infrared light to reveal what cannot be seen with the human eye. This light penetrates stamps, paper, crayons and other confusants used to hide contraband in the mail.

VeroVision acquires key infrared color/wavelength datasets of the entire article of mail. Using sophisticated processing methods, contraband materials are targeted and isolated from complex backgrounds or other innocuous materials that may be added to try to hide the contraband.

The VeroVision Mail Screening system capitalizes on its ability to rapidly scan a wide area and detect contraband materials, allowing the vast majority of the “clean” mail to be scanned and distributed to inmates within policy guidelines.

When a positive detection has occurred, the VeroVision Mail Screener collects and processes high-resolution chemical signatures of the material that has been detected and matches that to library of known materials to provide a presumptive identification - all within the same instrument.

This system is powered by a software package that was designed specifically with the corrections mail inspection process in mind. This easy-to-use interface enables mail inspectors to utilize state-of-the-art technology without being overwhelmed by this new technology.

Mail screening is completed with a single button push, and user friendly images are used to display contraband detection so the user knows exactly where the contraband is located within the article of mail.



With each detection, the user has the ability to enter facility specific information on the case, save that information with the detection data, and print or save a report of the detection to initiate the evidence documentation. All information about the instrument and the detection are maintained secure within the system as an audit trail tracking of the detection and presentation of the evidence.

The VeroVision system is novel in that it utilizes both multispectral imaging for the detection of contraband and hyperspectral imaging for the identification of the substance. By utilizing wide-field imaging, the entire piece of mail is scanned and the contraband identified with a single placement of the mail. This results in 100% coverage of the article of mail in comparison to traditional forensics equipment that require the user to know exactly where to sample. VeroVision detects where the contraband is placed, and also performs the high-resolution acquisition for the identification – all without moving the sample.

The infrared light utilized by VeroVision penetrates materials such as paper, stamps, stickers, paints, etc. that are used to hide contraband within the mail. Alternative forensics methods must sample the actual contraband material with a swab or punch, VeroVision utilizes imaging methods that see through the confusant materials without requiring direct contact or physical sampling of the area. Thus, the VeroVision system is inherently non-destructive and as such preserves the evidence for further forensics analysis or presentation to investigative or prosecuting agencies.

Materials of interest within VeroVision Mail Screening library include drugs that are specifically of interest to correctional facilities as well as common cutting agents. This allows the system to concentrate on these high priority materials and detect contraband with a low false alarm rate compared to other systems that have a broader library of materials and thus a higher false alarm rate due to the similarity of the materials not of interest to correctional facilities.

When a new high priority drug or contraband material is identified by the facility or the corrections community as a whole, ChemImage can evaluate that substance, enhance the data processing to have the capability to detect the new material, and release updates to all instruments.

Corporate Credentials

Since 2001, proliferation of a variety of threats has become an escalating danger to civilian and military personnel. CISS has consistently responded to the changing environment of current and emerging threats by developing a series of hyperspectral imaging sensors for point, proximity, remote and standoff detection and identification of these threats in fixed site, on-the-move, handheld, or portable configurations for operation indoors and/or outdoors as well as in daytime, nighttime and/or low light level conditions.

ChemImage Sensor Systems is the instrument supplier subdivision of ChemImage Corporation. ChemImage has been utilizing spectral imaging to identify threat situations for over twenty years. ChemImage applies wide-field imaging to acquire spectra (color) information about a material or scene,



and utilizes sophisticated processing methods to the data sets to enhance and identify threat materials from complex backgrounds.

ChemImage Corporation was founded in 1994 specifically to establish, develop and commercialize the process of hyperspectral imaging.

As the original developer and manufacturer of VeroVision Mail Screener, ChemImage Corporation has complete proprietary rights to the technology. ChemImage Sensor Systems is the only manufacturer that has the expertise necessary to manufacture the VeroVision Mail Screener system for this demanding application.

ChemImage is the first company to commercialize near-IR reflectance hyperspectral imaging technology for these applications. The founder of ChemImage was the first to offer hyperspectral imaging for commercial applications and coin the term "Chemical Imaging."

The Coblenz Society recognized the founder of ChemImage with the Coblenz Award for Pioneering Work in establishing the field of hyperspectral imaging.

Application Information

VeroVision Mail Screener:

- Utilizes near-infrared light to reveal what cannot be seen with the human eye.
- Sees through envelopes, paper, stamps, stickers and even under crayon.
- Applies wide-area imaging to 100% sample a full sheet of paper.
- Provides detection of suspicious substances with just a click of a button.
- Detects illicit drugs and common cutting agents.
- Provides presumptive identification after a detection.
- Is flexible to adapt to new drugs of choice with by adding recipes to the library.

Specifications

The system specifications for the VeroVision Mail Screener system are unique to ChemImage Sensor System Corporation.

The system comes equipped with a sample platform, light sources, an imaging detector and a dedicated computer running ChemImage's Sensor System Mail Screener user-application.

The lighting and imaging optics are configured to enable the user to view an entire 9" x 12" field of view – large enough to 100% sample full-size envelopes and standard sheets of paper, with sufficient spatial resolution to detect small amounts of drugs embedded within the mail.



This mail screening system uses reflected or transmitted light from each point in the sample image to create chemical-based contrast within the image. Images are collected as a function of wavelength; therefore each pixel within the dataset is sampled and evaluated for presence of contraband materials. By evaluating both spatial and spectral information, contraband materials are enhanced and detected from the clutter of the background mail or materials used to conceal the contraband to the human inspector.

ChemImage has 57 patents covering the Mail Screener system and or its application. These patents protect the system level design, as well as the sophisticated processing methods that are used to detect and identify the contraband materials.

VeroVision Mail Screener Specifications

Equipment Specifications

- **Mail Screening Lighting Stand for Document Scanning (Reflectance and Transmittance Modes)**
 - Sample platform
 - Transmitted and reflected lights
 - NIR Hyperspectral Imaging (800 to 1800 nm range)
 - 9 inch x 12 inch field of view
- Workstation Operator Control Unit with 23" Touch Screen Display
- Ethernet and sensor head cables
- VeroVision Mail Screener software application
 - Single button scan function
 - 10 second time to detect
 - Detect through 3-layers of paper
 - 5 mg limit of detection minimum on all drugs of interest (see table below for current materials within contraband library)
 - Audit trail tracking of the detections and printed on reports
- Operator Manual
- Installation and Training
- Power Requirements: Voltage: 100V/240V; Frequency: 50/60 Hz; Required Power: 1500 VA
- Environmental Requirements: Indoor use only; Attitude up to 2,000 meters; Temperature 5°C (41°F) to 40°C (104°F); Maximum relative humidity 80% for temperatures up to 31°C
- Instrument Dimensions: 22.5" (W) x 23" inch (D) x 48" (H)
- Weight: 90 LBS (not including All-in-One Computer)

Software Capabilities



- **Easy to use software developed with the correctional facility mail inspector in mind.**
- **One-button scan functionality**
- **Image and spectral information collected simultaneously**
- **Each pixel in the image has an associated spectrum**
- **Substrate signal or background patterns removed**
- **Powerful spectral mixture resolution capabilities via chemometrics**
 - **Detection results presented in user-friendly image format**
 - **User has the ability to enter facility specific information with each detection**
 - **Detection database maintained for post-detection review**
 - **Detection reports generated from detection database with embedded audit trail information.**

Materials in Contraband Library (materials list is continuously being updated)

- **Cocaine**
- **Suboxone®**
- **Ketamine-PCP**
- **Methamphetamine**
- **Methadone**
- **Heroin**

Suboxone® is a registered trademark of ReckittBenckiser Pharmaceuticals Inc.

Contrast to Other Technologies

Human Inspection

The most common mail inspection technique is human inspection. Humans can only see in the visible light region, and there are many techniques (such as the use of colors, layers, stickers, crayons, etc.) that conceal the contraband from the human inspector.

Inspecting hundreds of articles of mail can become a mundane task; as a result, human inspector's attention can drift and they can miss even obvious indicators of contraband placement. Human detection is also inherently subjective and can therefore vary from inspector to inspector.

VeroVision utilizes infrared light to see through the common hiding methods, and is a computer imaging and processing tool that objectively and consistently scans the mail.

Drug Detection Dogs

Canines are routinely used for drug interdiction efforts. Dogs have a limited working period since they, like humans, get bored of the task at hand. It also takes significant time to train canines on new drugs – the key components must be identified that can be used to train the dog on that particular drug.

VeroVision operates continuously and can be easily upgraded with new drugs once they are identified as an issue within the corrections community.



Dye Kits

Several commercial dye kits are available to identify drugs. These kits require the user to know the location of the potential drug in order to sample the correct area. The dye kit technique is destructive and in many cases requires multiple samples and a series of colorimetric tests to fully identify the material of interest.

VeroVision scans the entire sample and detects the location of the contraband, without requiring any prior knowledge of its location. VeroVision is also non-destructive and preserves the material for later presentation or analysis.

Forensics Spectrometry Methods

Traditional forensics laboratory instruments, such as mass spectrometry, Raman spectrometry, FTIR spectrometry, etc., can be utilized to identify the contraband, but all these systems require prior knowledge of the location of the contraband. Many of these instruments are destructive and many require the contraband to be exposed to test. The high-accuracy of these spectrometer systems also require a longer period of time to acquire the accurate spectral data to match to their library.

VeroVision rapidly detects the location of the contraband, and then completes the higher resolution acquisition required to identify the contraband – all without moving or destroying the sample.

PURCHASE AND SALE AGREEMENT

Dated: July 31, 2018

BETWEEN **COLUMBIA COUNTY**, a political subdivision
of the State of Oregon ("Seller" or "County")

AND David Swenson and Gayle Swenson ("Buyer")

Collectively, the "Parties."

RECITALS

WHEREAS, on January 3, 2014, *nunc pro tunc*, October 3, 2013, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. 2305 Columbia Building, LLC, et al.*, Case No. 13-CV05366; and

WHEREAS, on October 21, 2015, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Birkenfeld, Oregon, having Tax Map ID No. 6N5W06-BC-03500 and Tax Account No. 25266 (the "Property"), by deed recorded as document number 2015-008939 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto, which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on August 17, 2016, with a minimum bid of \$12,480.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, the County has contracted with Robert J. Braud to act as a principal broker on behalf of the County as to the Property, with Mr. Braud referred to as the County Realtor herein;

WHEREAS, Buyer has offered to purchase the Property for \$6,500.00, an amount exceeding the 15% minimum bid; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the "Administrative Fee") in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth herein.

AGREEMENT

In consideration of the terms and conditions hereinafter stated, Buyer agrees to buy, and Seller agrees to sell, the Property on the following terms:

1. Purchase Price. The total purchase price shall be \$6,645.00 (the "Purchase Price"), which includes the \$145.00 Administrative Fee required by the County.

2. Agreement and Purchase Deposit Delivery. On or before August 8, 2018, Buyer will deliver a signed Agreement to the County at the address provided herein, along with \$795.00, in the form of cash, cashier's check or money order made payable to Columbia County (the "Deposit"), of which \$500.00 is non-refundable. At that point in time the Buyer will have fourteen (14) calendar days (the "Due Diligence Period") to perform reasonable due diligence investigations in accordance with Section 5 herein.

3. Condition of Property and Title.
 - A. Buyer shall acquire the Property "AS IS" with all faults, without covenants or warranties.
 - B. Seller shall convey the Property without warranty through a Quitclaim Deed substantially in the same form as Exhibit B;
 - C. The sale of the Property is subject to any municipal liens, easements and encumbrances of record.
 - D. The Quitclaim Deed will reserve to Seller:
 - i. The mineral and associated rights specifically provided for in Exhibit B; and
 - ii. If applicable, all rights to any County, public, forest C.C.C. roads; and
 - E. Buyer shall rely on the results of inspections and investigations completed by Buyer, and not upon any representation made by the Seller.

4. Seller's Conditions to Closing. Seller's obligation to sell the Property is conditioned upon the following occurring not later than the Closing Date defined herein, unless otherwise specified or waived by Seller:
 - A. The County Board of Commissioners will adopt an Order authorizing the sale of the Property to Buyer in accordance with terms and conditions substantially the same as those provided for in this Agreement. The County will not adopt the Order prior to the end of the Due Diligence Period.
 - B. Buyer will pay the Purchase Price and the Administrative Fee, less the Deposit, in one payment by cash, money order or cashier's check on or before the Closing Date.
 - C. BUYER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS

OFFICERS, AGENTS (INCLUDING THE SELLER'S CONTRACTED REAL ESTATE AGENT) AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, SUITS, ACTIONS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROPERTY OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY THAT SELLER MAY OWN OR IN WHICH IT MAY HAVE AN INTEREST; (2) ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY BELONGING TO ANY OTHER PERSON, FIRM OR CORPORATION; (3) INJURY TO OR DEATH OF ANY PERSON OR PERSONS AS A RESULT OF ANY ERRORS OR OMISSIONS OR OTHER NEGLIGENT, RECKLESS OR INTENTIONALLY WRONGFUL ACTS OF BUYER, THEIR HEIRS, SUCCESSORS, ASSIGNS AND/OR INVITED GUESTS ARISING IN ANY MANNER OUT OF BUYER'S USE OR POSSESSION OF THE PROPERTY, AND (4) ENVIRONMENTAL LIABILITY ARISING FROM THE PROPERTY. THIS CONDITION SHALL SURVIVE CLOSING AND SHALL NOT MERGE WITH THE QUITCLAIM DEED.

THESE CONDITIONS ARE SOLELY FOR SELLER'S BENEFIT AND MAY BE WAIVED ONLY BY SELLER IN ITS SOLE DISCRETION.

5. Buyer's Conditions to Closing. Buyer's obligation to accept the Property is conditioned upon the following, unless otherwise specified or waived by Buyer in its sole discretion:
- A. Buyer may conduct a public records search and/or other due diligence inspections of the Property during the Due Diligence Period provided for in Section 2 herein, with said inspections to be paid for by Buyer.
 - B. It shall be a condition to Closing that the results of such due diligence efforts are acceptable to Buyer in its sole discretion. Buyer may engage consultants or engineers of Buyer's choosing to conduct site studies of the Properties as Buyer deems necessary.
 - C. Buyer and its agents shall have the right to enter the Properties at reasonable times during the Due Diligence Period to complete reasonable due diligence inspections of the Property, with said inspections to be non-invasive unless agreed otherwise in writing by the Parties.
 - D. Buyer shall provide evidence of acceptable liability insurance coverage prior to entering upon the Properties upon request of the County.
 - E. Buyer shall indemnify and hold Seller, its officers, employees and agents (including Seller's contracted real estate agent) from any loss, damage, lien, or claims arising out of due diligence efforts completed on the Property. The foregoing indemnity and hold harmless obligation shall survive Closing or termination of this Agreement, and shall not merge with the Quitclaim Deed. However, Buyer shall have no obligation to indemnify County related to any existing condition discovered during an inspection.
 - F. Buyer shall provide County with copies of all reports produced pursuant to this Section.
 - G. In the event that Buyer elects not to purchase the Property as a result of Buyer's

completed due diligence efforts, said election shall be communicated in writing to Seller or the County Realtor before the end of the Due Diligence Period.

- H. Buyer's activities under this Section 5, and those of Buyer's contractors and agents, will be coordinated with the Seller's representative provided for in Section 11.C.

6. Failure of Conditions at Closing.

- A. In the event that any of the conditions set forth in Section 4 and 5 above are not timely satisfied or waived by the Closing Date, for a reason other than the default of the Buyer or the Seller under this Agreement, this Agreement and the rights and obligations of the Buyer and the Seller shall terminate. In the event of said termination Buyer's agreements provided for in Section 4.C. and 5.E. above shall survive termination.
- B. In the event that Buyer notifies Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, Seller shall refund the Deposit (excluding the \$500.00 non-refundable deposit) to Buyer in full within a reasonable period of time.
- C. If the Buyer does not notify Seller in writing prior to the expiration of the Due Diligence Period that the condition of the Property is unacceptable to the Buyer, and Buyer, through no fault of Seller, fails to purchase the Property by the Closing Date provided for in Section 8 herein, the entire Deposit shall be forfeited to Seller.

7. Seller's Obligation to Close. Nothing in this Agreement is intended to require Seller to close the sale. Seller shall be entitled to decline to close at any time before the closing documents are signed. In the event that Seller elects to not sell the Property to Buyer through no fault of Buyer, the Deposit (excluding the \$500.00 non-refundable deposit) shall be returned to Buyer.

8. Closing of Sale. Buyer and Seller intend to close the sale on or before close of business on August 30, 2018 (the "Closing"), with the actual time and date of Closing to be set by Seller. Notwithstanding this intention, Seller, at its sole discretion, may elect to extend the Closing by a reasonable period of time necessary to complete administrative actions required by the County. The sale shall be "Closed" when the Purchase Price has been paid in full and the Quitclaim Deed is recorded by the County.

9. Closing Costs; Prorates. Reserved.

10. Possession. Buyer shall be entitled to exclusive possession of the Property at the time the sale is Closed in accordance with Section 8 above.

11. General Provisions.

- A. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment

will be deemed given when personally delivered or delivered by facsimile transmission with electronic confirmation of delivery, or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mail, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

B. The notice addresses are as follows:

FOR SELLER:	FOR BUYER:
Board of County Commissioners	David Swenson and Gayle Swenson
c/o Board Office Administrator	471 E. Harold Drive
230 Strand, Room 330	San Tan Valley, AZ 85140
St. Helens, OR 97051	Email: dswenson471@gmail.com
Phone No: 503-397-3839	

C. County Realtor.

- i. Unless otherwise directed by the Seller, Buyer will coordinate its due diligence work with the County Realtor, who can be contacted at 503-397-3023 (phone), or bob@brokerbob.biz (email). The County Realtor will be notified in advance of all due diligence work to be completed on the Property. If Buyer requires entry to the buildings on the Property, the County Realtor will arrange for said entry, subject to reasonable advance notice of the required entry.
- ii. The County Realtor will receive a five percent (5%) of net proceeds commission if the sale is Closed as provided for herein.

D. Assignment. This Agreement is not assignable by the Parties.

E. Attorneys' Fees. In the event a suit, action, arbitration, other proceeding of any nature whatsoever to enforce or interpret this Agreement, the Parties shall be responsible for their respective costs and expenses, including attorneys' fees. This paragraph shall survive Closing and shall not merge with the Quitclaim Deed.

F. Exhibits. The following Exhibits are attached to this Agreement and incorporated within this Agreement: Exhibit A, Map; and Exhibit B, Quitclaim Deed.

G. Buyer Representations and Warranties. Buyer representations and warranties shall survive Closing and shall not merge with the deed.

- i. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein.
- ii. All requisite action (corporate, trust, partnership, or otherwise) have been taken by the Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
- iii. The person(s) executing this Agreement and the instruments referred to herein on behalf of the Buyer has the legal power, right, and actual authority to bind the Buyer in accordance with their terms.
- iv. Neither the execution and delivery of this Agreement and the documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer re a party.

- H. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.
- I. Venue. Venue related to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, in St. Helens, Oregon.
- J. No Third Party Rights. This Agreement is solely for the benefit of the Parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- K. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of

which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successor and assigns. The Parties represent, covenant and warrant that the person signing this Agreement on their behalf has full right and authority to bind the party for whom such person signs to the terms and provisions of this Agreement. Furthermore, the Parties represent and warrant that they have taken all steps necessary to bind themselves to this Agreement.

- L. INTEGRATION, MODIFICATIONS, OR AMENDMENTS. THIS AGREEMENT, INCLUDING ITS EXHIBITS, CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE PROPERTY AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL NEGOTIATIONS AND AGREEMENTS WITH RESPECT TO THE PROPERTY. THE PARTIES TO THE AGREEMENT MUST APPROVE ANY MODIFICATIONS, CHANGES, ADDITIONS, OR DELETIONS TO THE AGREEMENT IN WRITING.
- M. STATUTORY DISCLAIMERS. "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

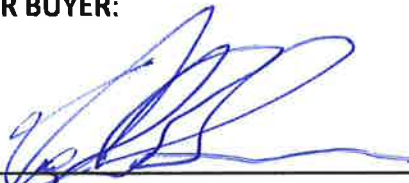
"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE

PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

"IF THE PROPERTY IS SUBJECT TO ORS 358.505 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505."

APPROVALS

FOR BUYER:



David Swenson



Gayle Swenson

Date: July 31, 2018

FOR COUNTY:

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to form:

By: _____
Office of County Counsel

EXHIBIT A
Tax Account No. 25266
Map

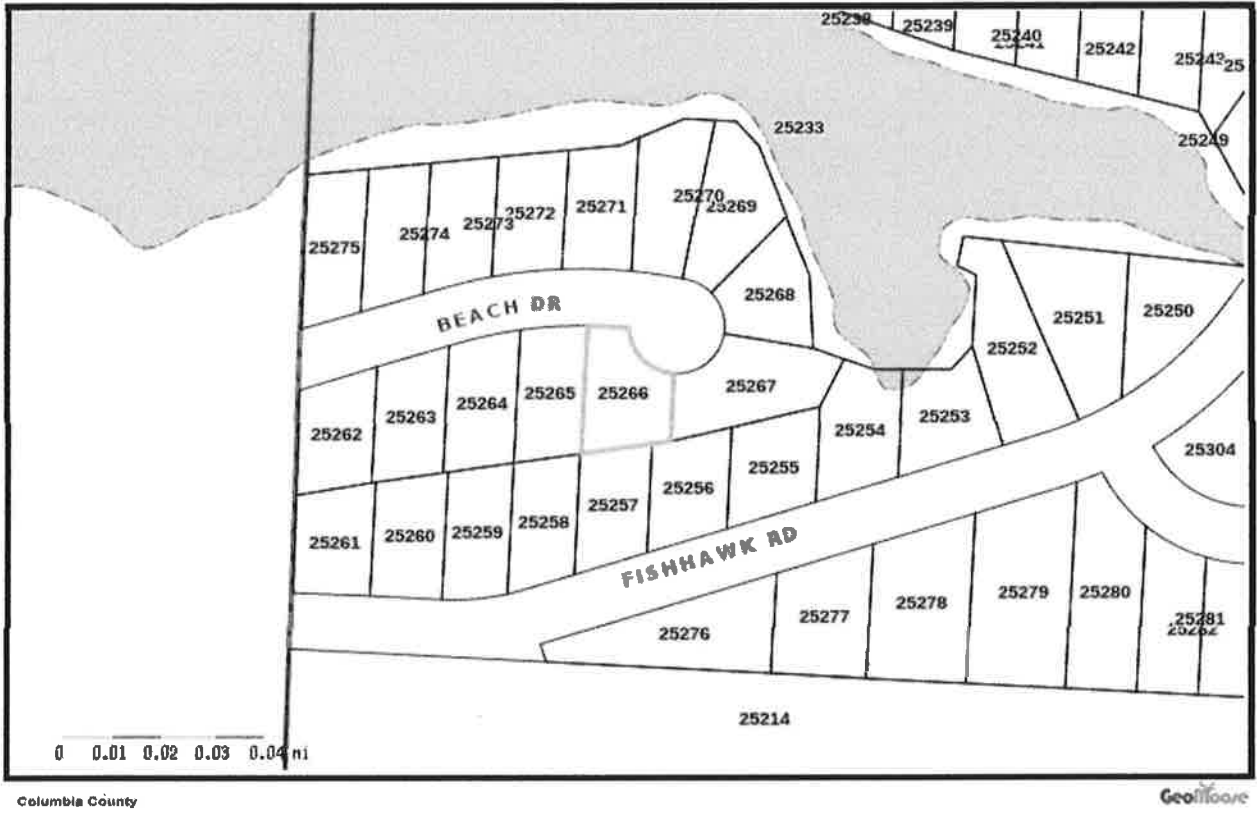


EXHIBIT B**AFTER RECORDING, RETURN TO GRANTEE:**

David Swenson and Gayle Swenson
471 E. Harold Drive
San Tan Valley, AZ 85140

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto David Swenson and Gayle Swenson, Husband and Wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 6N5W06-BC-03500 and Tax Account No. 25266, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$6,645.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 34-2018 adopted on

the ____ day of _____, 2018, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Margaret Magruder, Chair

By: _____
Office of County Counsel

STATE OF OREGON)

) ss.

ACKNOWLEDGMENT

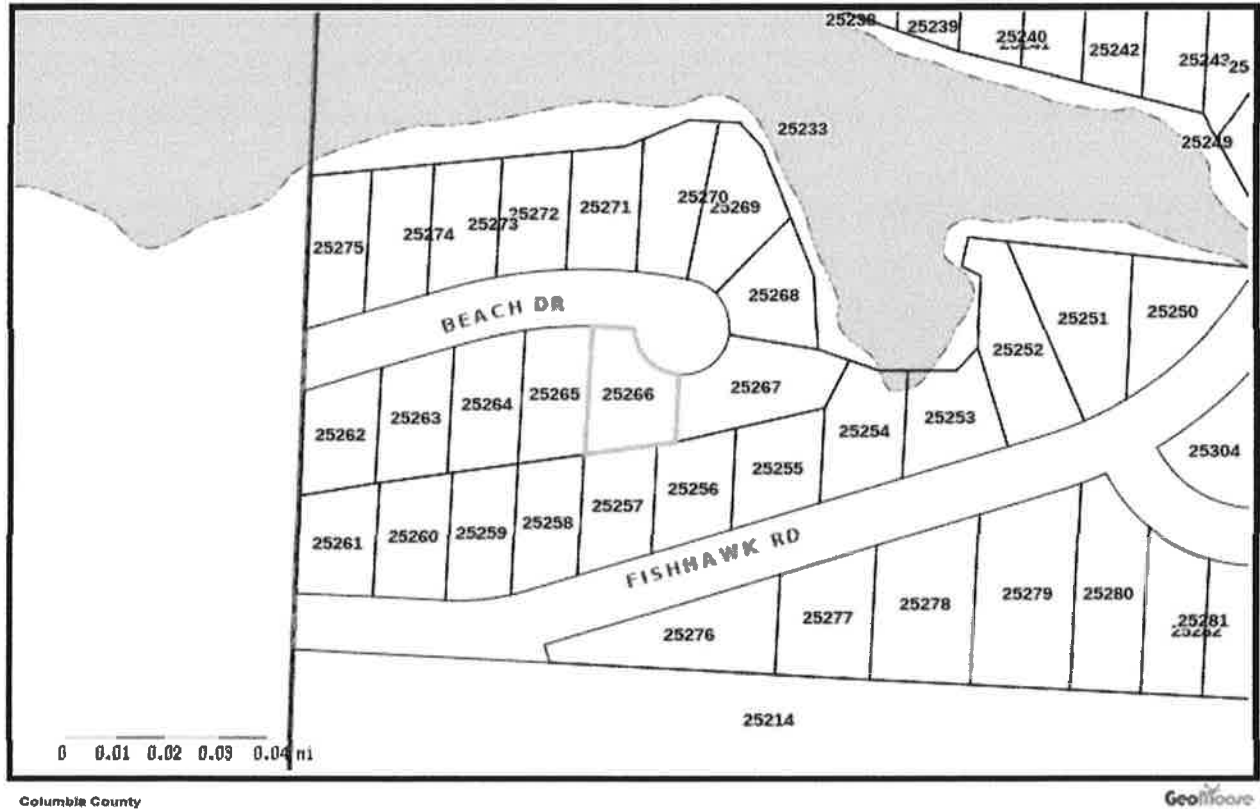
County of Columbia)

This instrument was acknowledged before me on the ____ day of _____, 2018, by Margaret Magruder, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A
Legal Description for Map ID No 6N5W06-BC-03500 and
Tax Account No. 25266

Lot 10, Block 2, Division 1, Fishhawk Lake Estates, in Columbia County, Oregon.



CONSTRUCTION CONTRACT (ORS 279C)
BY AND BETWEEN COLUMBIA COUNTY AND TFT CONSTRUCTION, INC.

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and TFT CONSTRUCTION, INC., hereinafter referred to as "Contractor" for EM Watts Road ADA Ramps and Paving Improvements.

WITNESSETH:

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

1. Effective Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative.
2. Completion Date. The Project shall be completed according to the schedule for completion set forth in the Contract Documents. The deadline for final completion shall be October 15, 2018. All time limits stated in the contract documents are of the essence of this Agreement. Notwithstanding the provisions for contract time extensions in the Special Provisions, the Contractor and County agree that timely completion of the work is essential to the success of the Project and approval for time extensions shall be only a last resort. Both parties agree to make every effort to recover "lost time". The completion dates may be amended only by written agreement of the parties.
3. Contract Documents. The following exhibits are attached hereto and are incorporated herein by this reference:

Exhibit A-	Invitation to Bid, including Addendum dated 7/11/18
Exhibit B-	Contractor's Bid
Exhibit C-	Special Provisions
Exhibit D-	Contract Specifications and Plans
Exhibit E-	State Prevailing Wage Rates
Exhibit F-	Environmental and Natural Resources Laws; Remedies

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

4. Contractor's Services.
 - A. Contractor agrees to provide the services described in Exhibit A, Invitation to Bid.
 - B. Contractor agrees to provide the services as proposed in Exhibit B, Contractor's Bid.
 - C. Contractor shall provide the services in the manner provided for in Exhibit C, Special Provisions.

- D. Contractor agrees to provide the services as set forth in Exhibit D, Contract Specifications and Plans.
- E. Contractor shall comply with the Oregon prevailing wage rates, as shown in Exhibit E.
- F. Contractor shall comply with Exhibit E, Environmental and Natural Resources Laws and Remedies.

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

- A. The applicable provisions of the U.S. Constitution, U.S. Code, Code of Federal Regulations, Oregon Constitution, Oregon Revised Statutes and Oregon Administrative Rules (from highest priority to lowest) supersede any conflicting provision or provisions of this Agreement and its Exhibits and attachments.
- B. If there is a conflict between or among this Agreement and any of the Exhibits, this Agreement shall control, followed by the Invitation to Bid (Exhibit A), the Special Provisions (Exhibit C), the Contract Specifications and Plans (Exhibit D), and Contractor's Proposal (Exhibit B), in that order.

6. Consideration. Owner shall pay Contractor a fee for service in the amount of \$559,622, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise state herein or agreed to in writing by the parties, payment shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 26 of this Agreement.

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

<p>FOR COUNTY:</p> <p>Tristan Wood, Assistant Director Columbia County Public Works 1054 Oregon Street St. Helens, OR 97051 503-397-5090</p>	<p>FOR CONTRACTOR:</p> <p>Tom Fischer, President TFT Construction, Inc. 53990 West Lane Road Scappoose, OR 97056 503-543-7979</p>
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All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the Owner's Contract Representative, the Owner will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.
9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 90 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.
12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excepted from the above requirements.
13. Qualified Work. By signing this Agreement, Contractor represents that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed

or bonded.

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

- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

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

- A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]

- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
 - (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]
- B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]
- C. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]
- D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. [ORS 279C.515 (3)]
- E. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- F. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - (1) All overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or [ORS 279C.520 (1)(a)(A)(i)]

- (2) All overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and [ORS 279C.520 (1)(a)(A)(ii)]
- (3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

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

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

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. {ORS 279C.520 (2)}

- G. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]
- I. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]

J. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

- (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
- (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]

K. Contractor must include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

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

- (a) Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]
 - (b) Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]
- L. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]
- M. The provisions of this Section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10). [ORS 279C.580 (5)]
- N. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:
 - (1) The person or the assignee of the person has not been paid in full; and
 - (2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]
- O. Prevailing Wage Requirements. Exhibit B to this Agreement includes the existing prevailing rate of wage that must be paid to workers in each trade or occupation required for the Project employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. [ORS 279C.830 (1)] Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project. [ORS 279C.840 (4)]
- P. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to

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

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

R. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]

16. Construction Contractor's Board/Public Works Bond. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.

17. Subcontracts and other Agreements.

A. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.

B. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.

C. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the

Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.

D. Contractor's Obligations under Subcontracts.

1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

18. Accounting/Records/Audit.

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

19. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance

in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.

20. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.
21. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
22. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
23. Assignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.
24. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
25. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the Contractor or Contractor's officers, employees, subcontractors, or agents under this Agreement. Contractor shall, by contract, cause all subcontractors to indemnify, defend, save, and hold harmless the Owner, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the

work described herein.

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

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

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

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

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

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

28. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of Contractor to perform work on time is a material breach of this Agreement.
30. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
31. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
32. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
33. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
34. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
35. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES

THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Margaret Magruder, Chair

By: _____
Henry Heimuller, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

COLUMBIA COUNTY PUBLIC WORKS DEPARTMENT

1054 Oregon Street
St. Helens, OR 97051
Ph: 503-397-5090 Fax: 503-397-7215

CONTRACT DOCUMENTS

FOR

EM Watts Overlay - Highway 30 to Dutch Canyon Road

Contents:

- * Invitation for Bids
- * Instructions to Bidders
- * Bid Form
- * Bid Schedule
- * First-tier Subcontractor Disclosure Form* Special Provisions
- * Specifications
- * Oregon Bid Bond
- * Oregon Performance and Payment Bonds
- * Exhibit 1: Oregon Prevailing Wage Rates
- * Exhibit 2: Environmental and Natural Resources Laws;
Remedies
- * Exhibit 3: Assurances Construction Programs
- * Exhibit 4: Sample Construction Contract
- * Drawings

BID DEADLINE FOR SUBMITTAL: July 16th, 2018, 2:00 PM
Columbia County Public Works Department Office

BID OPENING: July 16th, 2018, 2:00 PM
Columbia County Public Works Department Office

Board of Commissioners for Columbia County:
Margaret Magruder, Chairperson
Alex Tardiff
Henry Heimuller

Assistant Road Department Director: Tristan Wood

INVITATION TO BID

Notice is hereby given that Columbia County by and through its Road Department intends to contract for the ADA ramp updates along with the grinding, overlay of EM Watts Road from Highway 30 to Dutch Canyon Road. The contract documents (including special provisions and specifications and supporting drawings) are available at the Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon, 97051; phone 503-397-5090.

The contractor shall furnish labor, materials and equipment necessary for completion in accordance with the specifications. The work consists of pavement overlay, grinding, and installation of concrete sidewalk ADA ramps. Bids for the work described will be received in the office of the County Assistant Road Department Director, Tristan Wood, at 1054 Oregon Street, St. Helens, Oregon, 97051, no later than 2:00 p.m., July 16th, 2018. Bids received after this date and time will be returned unopened. Bids will be opened at 2:00 PDT on July 16th, 2018, at the above address. The County Public Works date/time clock will be the designated time recording device for recording receipt of bids. Contractor shall submit a list of first-tier subcontractors within two (2) hours following Bid Opening.

The contract is for a public works subject to ORS 279C.800 to 279C.870. Prequalification applications subject to ORS 279C.430 are not required.

PUBLICATION: The Chronicle
 Daily Journal of Commerce

June 6th, 2018
May 31st, 2018

INSTRUCTIONS TO BIDDERS

SECTION 1. WORK TO BE DONE

The Columbia County Road Department intends to contract the removal and installation of EM Watts Overlay - Highway 30 to Dutch Canyon Road per the attached specifications and drawings. The following summarizes the work included and shall be used for information only. All work shall be done according to the contract documents.

EM Watts Overlay - Highway 30 to Dutch Canyon Road

1. Remove of Concrete Curb Ramps
2. Install curb and gutter and trench drain
3. Install ADA Curb Ramps
4. Grind Pavement
5. Place 3" of asphalt
6. Clean Roadway and Shoulder Rock

The contract shall provide for the execution and completion in every detail of the work described herein. Except as otherwise specified, the Contractor shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete the work to be done under the contract according to the Specifications. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner. Specifications for the project are attached and may also be reviewed at the Columbia County Public Works Department, 1054 Oregon Street, St. Helens, Oregon 97051.

SECTION 2. LOCATION OF SITE

EM Watts Overlay - Highway 30 to Dutch Canyon Road

(Drawing A)

SECTION 3. PROJECT INFORMATION

Additional information pertaining to this project may be obtained from Tristan Wood, Assistant Road Dept. Director, Columbia County Road Department, 1054 Oregon Street, St. Helens, Oregon 97051. Phone: 503-397-5090 Fax: 503-397-7215. Plans and specifications may be reviewed at the Columbia County Public Works Department.

SECTION 4. TIME AND PLACE OF RECEIVING AND OPENING BIDS

Bids for the work described above will be received by Tristan Wood, Engineering Project Coordinator (or his designee) at the Road Department Office at 1054 Oregon Street, St. Helens, Oregon 97051 until July 16th, 2018 at 2:00 p.m. PDT. Bids will be publicly opened and read at 2:00 p.m. PDT that day in the office of the Road Department. Tristan Wood, Engineering Project Coordinator is the person designated for the receipt of Bids.

SECTION 5. FORM OF BID

All bids must be written in the space provided, either typed or in ink, on the Bid Form provided herein. No facsimile or other electronically submitted Bids will be accepted. The Bid is subject to and incorporates by reference all of the Contract Documents for this project. Bids must be signed by an authorized representative or representatives of the bidder. The Bid must be presented in sealed envelopes to the Office of the Road Department for Columbia County, Oregon, before the time stated and shall be marked with the words "BID FOR EM Watts Overlay - Highway 30 to Dutch Canyon Road" or similar words. Bidders shall fill in all required information on the Bid Form and Bid Schedule included in the Bid Documents.

SECTION 6. PUBLIC WORKS CONTRACT

This project is a public works project and is subject to ORS 279C.800 through ORS 279C.870. No Bid will be considered unless the Bid contains a statement of compliance with ORS 279C.840 by the bidder. The existing State prevailing rates of wage that must be paid to workers in each trade or occupation by the successful Bidder and each Subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract are included in the Solicitation Documents, attached as Exhibit A and incorporated herein by this reference. Exhibit A also shows which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(b). A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825(1). The successful Bidder and any subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7) or (8).

SECTION 7. ASBESTOS

A contractor or subcontractor need not be licensed under ORS 468A.720 to be eligible for the contract.

SECTION 8. CONSTRUCTION CONTRACTORS BOARD

No Bid shall be considered unless the Bidder is licensed by the Construction Contractors Board as required by ORS 701.035.

SECTION 9. NON-DISCRIMINATION CERTIFICATION

Each Bidder shall certify by Bid Form signature that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise, certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION 10. RESIDENT BIDDER

Each bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120.

SECTION 11. ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES

Provisions concerning environmental and natural resources laws and remedies are attached hereto as Exhibit B and Exhibit C, and incorporated herein by this reference.

SECTION 12. BID SECURITY

Each Bid shall be accompanied by a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in the amount of 10% of the total amount stated in the Bid as Bid security. The full amount of the Bid security shall be forfeited in the event the successful Bidder fails to execute a satisfactory Contract within ten (10) days following the date of receipt of the Contract prepared and made ready for execution by the Columbia County Counsel's office. The Bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the Bidder to execute the Contract and bonds. The Bid security of all unsuccessful Bidders shall be returned after the Contract is executed, when all Bids have been rejected, or when a Bid has been properly withdrawn as provided in Section 14, below. The County will return the Bid security of the successful Bidder after the Bidder executes the Contract and delivers a good and sufficient performance bond, a good and sufficient payment bond and proof of insurance.

SECTION 13. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF OFFERS

1. **Modifications.** A Bidder may modify its Bid in writing prior to the Bid Closing. A Bidder shall prepare and submit any modification to its Bid to the County in accordance with OAR 137-049-0280. Any modification must include the Bidder's statement that the modification amends and supersedes the prior Bid. The Bidder shall mark the submitted modification as follows:
 - a. Bid modification; and
 - b. EM Watts Overlay - Highway 30 to Dutch Canyon Road

2. **Withdrawals.**
 - a. A Bidder may withdraw its Bid by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to Dave Hill, Public Works Director, and received by the County prior to Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in person prior to Closing, upon presentation of appropriate identification and satisfactory evidence of authority.
 - b. The County may release an unopened Bid withdrawn under 2(a), to the Bidder or its authorized representative, after voiding any date and time stamp mark.

- c. The Bidder shall mark the written request to withdraw a Bid as follows:
 - i. Bid withdrawal; and
 - ii. EM Watts Overlay - Highway 30 to Dutch Canyon Road

SECTION 14. LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Any Bid received after Closing is late. A Bidder's request for withdrawal or modification of a Bid received after Closing is late. The County will not consider late Bids, withdrawals, or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

SECTION 15. CONTRACT AWARD

After Bids are opened and a determination is made that a public improvement contract is to be awarded, the County shall award the contract to the lowest responsible Bidder. The Contract will be awarded as a whole to one Bidder. The Contract will be prepared by the Columbia County Counsel's office and will consist of duplicate originals, including a copy of the accepted Bid. The Contract will be delivered or made available to the successful Bidder for execution. Both copies of the Contract shall be signed by the Contractor and returned to the County within ten (10) calendar days of mailing, along with the required Certificates of Insurance and performance and payment bond for final approval, dating and execution by the County. The Contract will not be effective until finally approved, dated and executed by the County. After execution by the County, an originally signed copy of the Contract will be delivered or made available to the Contractor and the Bid security will be returned. Submission of a bid shall constitute an agreement to enter into the County's form of contract, a sample of which is attached hereto as Exhibit 5 and incorporated herein by this reference.

SECTION 16. OFFER EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY

1. The County will be evaluating Bids on a unit price basis. The total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder for the purpose of comparing Bids.
2. If awarded, the County will award the Contract to the Responsible Bidder submitting the lowest Responsive Bid, provided that such Bidder is not listed by the Construction Contractors Board as being disqualified to hold a Public Improvement Contract, See ORS 279C.375(3)(a).
3. Bidders are required to demonstrate their ability to perform satisfactorily under a contract. Before awarding a contract, the County must have information that indicates that the Bidder meets the standards of responsibility. To be a Responsible Bidder, the County must determine that the Bidder:
 - a. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;

- b. Holds current licenses that businesses or service professionals operating in Oregon must hold in order to perform the work specified in the contract;
 - c. Is covered by liability insurance and other insurance in the amounts the County requires in the Contract Documents;
 - d. Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
 - e. Has made the first-tier subcontractor disclosure, required by Section 23, below;
 - f. Has a satisfactory record of contract performance. The County may review the Bidders' performance on both private and public contracts in determining the Bidders' record of contract performance;
 - g. Has a satisfactory record of integrity. A Bidder may lack integrity if the County determines the Bidder demonstrates a lack of business ethics such as a violation of state environmental laws or false certifications made to a Contracting Agency. The County may find a Bidder not Responsible based on the lack of integrity of any person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidder's performance of the Contract or a parent company, predecessor or successor person);
 - h. Is qualified legally to contract with the County; and
 - i. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by the County concerning responsibility, the County will base the determination of responsibility upon any available information or may find the Bidder not Responsible.
4. The County may require a Bidder to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award:
- a. Demonstration, inspection or testing of a product prior to Award for characteristics such as compatibility, quality of workmanship;
 - b. Examination of such elements as appearance or finish; or
 - c. Other examinations to determine whether the product conforms to Specifications.
5. The County will seek information from a Bidder only to clarify the Bidder's Bid. Such clarification may not vary, contradict or supplement the Bid. A Bidder must submit written and signed clarifications and such clarifications will become part of the Bidder's Bid.

SECTION 17. PERFORMANCE/PAYMENT SECURITY

The successful Bidder shall promptly acquire and deliver, along with the executed Contract, to the County a good and sufficient performance bond, subject to approval by the County, in a sum equal to 100% of the Contract price to secure faithful performance of the Contract. In lieu of a surety bond, the successful bidder may propose, and the County may permit, the bidder to submit a cashier's check, certified check or cash in the amount of 100% of the contract price. The performance bond must be solely for the protection of the County. The County may permit the

successful Bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

The successful Bidder shall promptly acquire and deliver a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the County and shall be in a form approved by the County.

SECTION 18. RIGHT TO WAIVE INFORMALITIES AND/OR REJECT BID PROPOSALS

The County reserves the right to waive minor informalities in the Bids received. The County may also reject any Bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under Section 16, above, and may reject for good cause any or all Bids upon a finding by the County that it is in the public interest to do so, in accordance with OAR 137-049-0440.

SECTION 19. ADDENDA

1. The County may change the solicitation by written Addenda. A Bidder shall provide Written acknowledgment of receipt of all issued Addenda with its Bid, unless the County otherwise specifies in the Addenda.
2. The County shall notify prospective Bidders of Addenda. The County will email addenda to all prospective bidders who have requested bids. The County will also post addenda on the County's website.
3. The County shall issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bids. The County may extend the Closing if the County determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, the County shall not issue Addenda less than 72 hours before the Closing unless the Addendum extends the Closing.
4. Unless a different deadline is set forth in the Addendum, a Bidder may submit a written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the County's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever is later. The County shall consider only a Bidder's request for change or protest to the Addendum. The County shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Bidder submits the request for change or protest before the deadline for the County's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

SECTION 20. PROTEST PROCEDURES

An adversely affected or aggrieved Bidder may submit a written protest of the County's intent to award within 7 days after issuance of the notice of intent to award the contract. The Bidder's protest must be in writing and must specify the grounds upon which the protest is based. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for award of the contract as the responsible Bidder submitting the lowest Responsive Bid and is next in line for award, in accordance with OAR 137-049-0450. The County will not consider a protest submitted after the time period for protests is up. The Board of County Commissioners, or its designee, may settle or resolve a written protest submitted in accordance with the requirements of this section. If a protest is not settled, the Board of County Commissioners, or its designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute. The successful Bidder shall promptly execute the Contract after the award is final. The County shall execute the Contract only after it has obtained all applicable required documents and approvals.

SECTION 22. PREPARATION COSTS

All costs associated with Bid preparation shall be at the Bidder's sole cost and expense.

SECTION 23. FIRST-TIER SUBCONTRACTOR DISCLOSURE

Within two working hours after the Bid Closing, all Bidders shall submit to the person authorized to receive bids, a first-tier subcontractor disclosure on the form provided, identifying any first-tier subcontractors that will be furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- (A) Five percent of the total Contract price, but at least \$15,000; or
- (B) \$350,000, regardless of the percentage of the total Contract Price.

SECTION 24. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS

- A. **Clarification.** Prior to the deadline for submitting a written request for change or protest, a Bidder may request that the County clarify any provision of the Solicitation Document. The County's clarification to a Bidder, whether orally or in writing, does not change the Solicitation Document and is not binding on the County unless the County amends the Solicitation Document by Addendum.
- B. **Request for Change.** A Bidder may request in writing a change to the specifications or Contract terms and conditions. A Bidder must deliver the written request for change to the County not less than 10 days prior to Closing. The Request for Change must include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change. The Bidder shall mark the Request

for Change with “Contract Provision Request for Change” and the Solicitation Document number.

- C. Solicitation Protests. A Bidder may protest Specifications or Contract terms and conditions by delivering a Written Protest to the County not less than 10 days prior to Closing. The Protest shall include a detailed statement of the legal and factual grounds for the Protest, a description of the resulting prejudice to Bidder and a statement of the desired changes to the Contract terms and conditions, including Specifications. The Bidder shall mark the Protest with “Contract Provision Protest” and the Solicitation Document number.



COLUMBIA COUNTY
Road Department

ST. HELENS, OR 97051

1054 Oregon St.
Direct (503) 397-5090
Fax (503) 397-7215
publicworks@co.columbia.or.us
www.co.columbia.or.us

To: Prospective Bidders

From: Tristan Wood, Assistant Director

Date: 7/11/18

Subject: EM Watts Overlay - Highway 30 to Dutch Canyon Road - **Addendum 1**

It was brought to the Counties attention that a conflict on bid opening date.

Clarification: The bid opening date is **July 17th, 2018 at 2:00PM**

Clarification: Asphalt mix is specified at ½" HMAC Level 2 on Base and Wearing course.

Addition:

Add below language to Specifications

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.10 Payment For Changes in Materials Costs - Replace this subsection with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by the Agency each month and will be based on the published prices of PG 64 22 asphalt cement furnished by Potem & Partners, Inc. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the average prices for the Boise, Idaho area. If no portion of the Project Site is within the boundaries of ODOT Maintenance District 13 or 14, the Contractor may elect to have the MACMP based on the average prices of either the Portland, Oregon area or the Boise, Idaho area. If electing to use Boise, Idaho average prices for determination of the MACMP, the Contractor shall notify the Engineer in writing of the Contractor's election before or within 7 Calendar Days after the date of the preconstruction conference. This election, once acknowledged by the Engineer, will be binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for all asphalt cement used on the Project. Each MACMP for a given month will be the average of the published prices for that MACMP for each Friday in that month.

For information regarding the calculation of the MACMP, and for the actual MACMP, go to the Agency website at:

<http://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The Base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

½" Asphalt in Level 2 ACP
Emulsified Asphalt in Fog Coat
Emulsified Asphalt for Tack Coat
Asphalt in Emulsified Asphalt Surface Treatment
Asphalt in Multiple Application Emulsified Asphalt Surface Treatment
Emulsified Asphalt in Mixture
Recycling Agent

Sincerely,

Tristan Wood
Assistant Director

BID FORM

EM Watts Overlay - Highway 30 to Dutch Canyon Road

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.
2. The full legal name(s) of the bidder is Thomas L.P. Fischer / TET CONSTRUCTION
3. The only persons, firms, businesses or corporations interested in this Bid as principals are named as bidders above or as officers, partners, joint venturers or parties below.
4. This Bid is made without collusion with any person, firm, business or corporation other than those named herein.
5. The bidder has carefully examined the Contract Documents (consisting of the Invitation for Bids, Instructions to Bidders, Bid Form, Bid Schedule, First-Tier Subcontractor Disclosure Form, Sample Contract, Special Provisions, Specifications, Oregon Bid Bond, Oregon Performance and Payment Bonds, Environmental and Natural Resources Laws and Remedies, Drawings and Prevailing Wage Rates), and the site(s) of the proposed work.
6. The bidder understands and agrees that this Bid is subject to all of the terms and conditions of the Contract Documents, and any addenda thereto, and the same are incorporated herein by this reference.
7. If this Bid is accepted, bidder will: a) execute the County's approved form of Contract; b) provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all of the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.
8. If this Bid is accepted and the bidder fails to or neglects to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from the County the Contract prepared and ready for execution, the County may, at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to the next lowest responsible bidder.

9. The Bidder will make all the payments to workers, suppliers and agencies required under the Contract in the manner described in the Contract Documents; the bidder will comply with all other applicable provisions of Oregon Law, Columbia County Ordinances and rules relating to public contracting including the provisions of ORS 279C.840 and the Davis Bacon Act (40 USC 276a), if applicable.

10. The bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made, is a(n): ~~individual~~ / ~~sole proprietorship~~ / ~~partnership~~ / ~~corporation~~ / ~~other~~ _____ (mark out all but correct title).

11. The names, addresses, titles and phone numbers of the president, secretary - treasurer and manager of the bidding corporation or names, addresses, titles and phone numbers of all officers, partners, joint venturers or other parties interested in this Bid are as follows:

1. Name: Tom Fischer Title: President

Address: 53990 West Lane Road
Scappoose, Oregon 97056 Phone: 503-543-7979

2. Name: Erik Olsen Title: Vice President

Address: 53990 West Lane Road
Scappoose, Oregon 97056 Phone: 503-543-7979

3. Name: _____ Title: _____

Address: _____
Phone: _____

(Attach additional sheets if necessary.)

12. The undersigned Bidder certifies that Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.005, or any business enterprise that is owned or controlled by or employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

13. The Bidder's Bid is as shown in the following bid schedule:

BID SCHEDULE

EM Watts Overlay - Highway 30 to Dutch Canyon Road

ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	45,900.60	45,900.60
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	24,200.00	24,200.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	12,100.00	12,100.00
4	CONCRETE CURBS, CURB AND GUTTER	225	FOOT	76.00	17,100.00
5	CONCRETE CURB, STANDARD CURB	46	FOOT	85.00	3,910.00
6	CONCRETE DRIVEWAY	240	SQFT	24.00	5,760.00
7	CONCRETE WALK	1398	SQFT	12.30	17,195.40
8	TRECH DRAIN, TYPE 2	71	FOOT	160.00	11,360.00
9	EXTRA FOR SIDEWALK RAMPS	10	EACH	2,110.00	21,100.00
10	TRUNCATED DOMES ON NEW SURFACES	10	EACH	442.00	4,420.00
11	SUBGRADE STABILIZATION *SEE SECTION 00331 FOR LOCATION TABLE	317	SQ YD	32.00	10,144.00
12	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP - ROADWAY	630	SQYD	9.00	5,670.00
13	COLD PLANE PAVEMENT REMOVAL 0-3 INCHES DEEP - BRIDGE DECK	600	SQYD	10.00	6,000.00
14	AGGREGATE BASE	23	TON	54.00	1,242.00
15	1.5 INCH ASPHALT BASE, LEVEL 3	1845	TON	83.00	153,135.00
16	1.5 INCH ASPHALT WEARING, LEVEL 3	2095	TON	83.00	173,885.00
17	PAVEMENT PRE LEVEL	100	TON	90.00	9,000.00
18	AGGREGATE SHOULDER ROCK	1250	TON	30.00	37,500.00

EM Watts Overlay - Highway 30 to Dutch Canyon Road CONSTRUCTION TOTAL \$ 559,622.00

Remarks (attach additional sheets if necessary): _____

DATED: July 17, 2018

BIDDER: TFT Construction, Inc.
(Business Name)

BUSINESS ADDRESS: 53990 West Lane Road, Scappoose, Oregon 97056

EXHIBIT B
Contractor's Bid

BY: 
(Signature of Authorized Representative)

Name: Tom Fischer
(Printed Name of Signator)

Title: President

Phone: 503-543-7979 Fax: 503-543-7299

BY: 
(Signature of Second Representative if required)

Name: Erik Olsen
(Printed Name of Signator)

Title: Vice President

Federal Tax I.D. No.: 93-1298914
(Unless indicated otherwise below, all business communications regarding this Bid and Contract will be made to the business address and phone number shown above.)

If other than above, all communications should be made to:

Alternate Address: _____

_____ Phone: _____

OREGON BID BOND

BOND NO. N/A

AMOUNT: 10% of Bid Amount

KNOW ALL MEN BY THESE PRESENTS, that TFT Construction, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut and authorized to do business in the State of Oregon,

as SURETY, are held and firmly bound unto Columbia County Public Works Department,

hereinafter called the OBLIGEE, in the sum of Ten Percent of the Total Amount Bid---

DOLLARS (\$10% of Bid Amount), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for EM Walts Overlay - Highway 30 to Dutch Canyon Road

said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the Documents, then this obligation shall be void, if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages.

Signed and sealed this 16th day of July, 2018.

TFT Construction, Inc.

PRINCIPAL

By [Signature]
Travelers Casualty and Surety Company of America

SURETY

By [Signature]
Attorney-in-Fact Gail A. Price



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Gail A. Price, of Portland, Oregon, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of July, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

FIRST-TIER SUBCONTRACTOR

DISCLOSURE FORM

PROJECT NAME: EM Watts Overlay - Highway 30 to Dutch Canyon Road

BID CLOSING: Date: July 16th, 2018 Time: 2:00 p.m. Pacific Time

This form must be submitted at the location specified in the Invitation to Bid on bid closing date and within two working hours after the advertised bid closing.

Instructions for First-Tier Subcontractor Disclosure: Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to:

- (a) 5% of the project bid, but at least \$15,000.00; or
- (b) \$350,000.00, regardless of the percentage of the total bid.

The disclosure of first-tier subcontractors shall include:

- (a) The subcontractor's name;
- (b) The category of work that the subcontractor would be performing; and
- (c) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the form, below. THE COUNTY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (See OAR 137-049-0360)

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) <u>RLC</u>	\$ <u>47,505.68</u>	<u>CONCRETE</u>
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): TFT Construction, Inc.

Contact name: Marc Johnson Phone no.: 503-704-1544

SPECIAL PROVISIONS

SECTION 1. STANDARD OF WORKMANSHIP

The standard of workmanship for this Contract shall meet or exceed those provided by the Specifications for this Contract.

SECTION 2. MATERIALS

The materials used in this Contract shall meet or exceed those stated in the Specifications. However, prior approval by the County Representative must be obtained before deviating from the materials, if any, prescribed in the Specifications.

SECTION 3. EXAMINATION OF LOCATION AND CONDITIONS.

It is understood that CONTRACTOR, prior to signing this Contract, has made a careful examination of the contents of this Contract and has obtained complete information as to the quantity, locality and character of work to be performed hereunder. CONTRACTOR has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. COUNTY in no case will be responsible for any loss or cost that may be suffered by CONTRACTOR as a consequence of the failure by CONTRACTOR to be so informed.

SECTION 4. ORDER AND PROGRESS OF WORK

The work under this Contract shall be planned and conducted in such a manner and with such forces as to secure completion within the time allotted. The order and sequence of the work and its general conduct shall be subject to approval of the County Representative, which shall, however, not affect or diminish the full responsibility of the CONTRACTOR for the work.

SECTION 5. SCOPE OF WORK.

The intent of this Contract is to provide for the execution and completion in every detail of the work described herein. Except as herein otherwise specified, the CONTRACTOR shall furnish all labor, tools, implements, machinery, supplies, materials and incidentals, and shall do all things necessary to perform and complete, according to the Specifications, the work to be done under this Contract. This shall be understood to include, in addition to the work specifically called for in the Specifications, the performance of such additional and extra work as may appear to the County Representative to be necessary for the completion of the work contemplated in a substantial and workmanlike manner.

SECTION 6. COMMENCEMENT OF WORK

Upon award of the Contract by COUNTY, the CONTRACTOR shall furnish COUNTY the following:

- a. Duplicate originals of this Contract duly executed by CONTRACTOR.
- b. Evidence of having secured any permits or licenses, payment of any fees or charges and posting of any notices as may be required by law.
- c. A list of proposed subcontractors, if any, subject to County approval pursuant to Section 18 below.
- d. The Payment Bond, Performance Bond and Certificates of Insurance required by Sections 7, 14, 22 of the Contract.

Upon receipt of the above, the COUNTY will determine whether to approve the Contract. No work shall commence until the COUNTY has approved, dated and executed the duplicate original Contracts and authorized CONTRACTOR to begin work. The COUNTY shall not be responsible for delay by CONTRACTOR in supplying the necessary items described above in this section and any such delay shall not be grounds for extension of the completion date specified herein.

SECTION 7. INSURANCE and INDEMNIFICATION.

1. CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, comprehensive general liability insurance coverage from an insurance company authorized to do business in Oregon. The policy shall name Columbia County, its officers, agents and employees as additional named insured. The insurance limits shall be not less than \$2,000,000 million per occurrence for bodily injury and property damage.
2. CONTRACTOR, and any subcontractors shall secure and maintain during the entire course of this Contract, and any extension hereof, liability insurance covering each automobile utilized in performance of the agreement from an insurance company authorized to do business in the State of Oregon. The policy shall name Columbia County, its officers, agents and employees as additional named insured. Unless otherwise provided in the Special Provisions, the insurance limits shall be not less than \$2,000,000 million per occurrence for bodily injury and property damage.
3. CONTRACTOR, and any subcontractors, shall secure and maintain during the entire course of this Contract, and any extension hereof, workers' compensation insurance from an insurance company authorized to do business in the State of Oregon. CONTRACTOR shall carry on work to be done under this Contract in accordance with the Workers' Compensation and Employer's liability laws of the State of Oregon during the effective period of this Contract.

4. Prior to commencing work, the CONTRACTOR, and any subcontractors, shall furnish certificates of insurance, including workers' compensation insurance, as evidence of the insurance coverage required by this Contract. CONTRACTOR and any subcontractors shall also submit additional insured endorsements naming Columbia County, its officers, agents and employees as additional named insured. The insuring company or companies shall agree on the certificate or an attachment thereto that COUNTY shall be given at least thirty (30) days prior written notice of cancellation, non-renewal or a material change of the insurance.
5. CONTRACTOR shall indemnify, defend, save, and hold harmless COUNTY, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the activities of the CONTRACTOR or CONTRACTOR'S officers, employees, subcontractors, or agents under this Agreement. CONTRACTOR shall cause all subcontractors to indemnify, defend, save, and hold harmless COUNTY, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of COUNTY, its officers, agents or employees.

SECTION 8. INSPECTION

This Contract is to be executed under the supervision of the County Representative, who will act under instruction of the Board of County Commissioners. The County Representative may provide for the inspection, by assistants and inspectors under his/her direction, of all materials used and all work done under this project. No deviation from the specifications for this project shall be made by the CONTRACTOR without first obtaining the consent and approval of the County Representative.

The County Representative and his/her inspectors shall have free access to all information relating to the work and materials for the project which the County Representative may deem necessary or pertinent and with such samples as may be required. The CONTRACTOR shall, at his/her own expense, supply the inspectors with such labor assistance as may be necessary in handling of materials for proper inspection and, in case the CONTRACTOR neglects or refuses to do so, such labor as may be necessary shall be employed by the County Representative and the expense so incurred shall be deducted from the money then due, or which may become thereafter due the CONTRACTOR. Inspectors shall have authority to reject defective material and to suspend any work that is being done improperly, subject to final decision of the County Representative. Inspectors shall have no authority to permit deviations from, or to relax, any of the provisions of these Specifications nor to delay the CONTRACTOR by failure to inspect materials and work with reasonable promptness. The County Representative during the actual progress of the work, shall furnish the CONTRACTOR with such detailed drawing as may be necessary to more fully illustrate the work, and all such drawings shall be considered a part of the Specifications of the project.

The payment of compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the CONTRACTOR to any inspector, directly or indirectly, is directly prohibited, and any such act on the part of the CONTRACTOR will constitute a violation of this Contract.

SECTION 9. ALTERATIONS IN DETAIL

COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided, however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the change and cost increase is approved in writing by the CONTRACTOR prior to the execution of the additional work. Any changes or alterations so made shall not invalidate this Contract nor release the surety of CONTRACTOR on the Performance Bond, and CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original Contract.

SECTION 10. DISCHARGE OF EMPLOYEES.

Any employee of the CONTRACTOR whose work is unsatisfactory to the County Representative shall be discharged or reassigned by CONTRACTOR and not allowed to work on the job again without written consent of the County Representative.

SECTION 11. PUBLIC CONVENIENCE.

During the progress of the work, the convenience of the public must be provided for as far as practical.

SECTION 12. PROTECTION OF PROPERTY AND PERSONS

1. The CONTRACTOR shall, at his/her own expense, provide, erect and maintain at all times during the progress of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide and maintain such lights, signals and flaggers as may be necessary or as may be ordered by the County Representative to insure the safety of the public, and the protection of the work and those engaged in connection with the work.
2. The CONTRACTOR shall continuously maintain adequate protection of all areas near the work from damage and shall protect the COUNTY'S property from unintended loss arising in connection with this agreement. CONTRACTOR shall adequately protect adjacent property as provided by law, regulations and industry practice. The CONTRACTOR shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the COUNTY.

3. The CONTRACTOR shall protect from damage to all buildings, trees, shrubs, lawns and all landscape work indicated or directed to remain. Any such property damaged shall be repaired or replaced at the CONTRACTOR'S expense.

SECTION 13. CLEANING UP

The CONTRACTOR shall remove all debris and excess materials from the work site. Upon the completion of the work, and before acceptance and final payment shall be made, the CONTRACTOR shall clean up and remove from the work site, all surplus and discarded materials, rubbish and debris of all kind. CONTRACTOR shall restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work and shall leave the work site in a neat and orderly condition to the satisfaction of the County Representative.

SECTION 14. EXTENSION OF TIME

With reference to the Contract time originally given in the proposal and Contract, the CONTRACTOR can request the COUNTY to extend the original time limit. If the COUNTY agrees that an extension should be granted because of an unforeseen reason, the original time limit will be extended by the amount of days the CONTRACTOR is prevented from performing work under the Contract for one or another of the following causes or reasons:

1. Acts of God, such as an earthquake, flood, cloudburst, tornado, hurricane or other phenomenon of nature of catastrophic proportions or intensity.
2. Epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes and acts of public enemy.
3. Periods when the work is temporarily suspended upon written order of the County Representative.

SECTION 15. ADJUSTMENT OF CONTRACT

Notwithstanding any other provisions of this Contract, COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the work to be done under the Contract is caused by major catastrophes or disasters resulting from acts of God, windstorms, floods, fire, or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of CONTRACTOR or the representatives, employees or assignees of CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible, provided, however, that any loss or cost to CONTRACTOR is in no way recoverable from third parties through action or otherwise by CONTRACTOR, and provided further that CONTRACTOR make written application to COUNTY within thirty (30) days after the event.

SECTION 16. CAUSES BEYOND CONTROL.

In the event CONTRACTOR is prevented by cause or causes beyond control of CONTRACTOR from performing any obligation of this Contract, such non-performance shall not be deemed to be a breach of this Contract such as to render CONTRACTOR liable in damages therefor or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, CONTRACTOR shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. By "cause or causes beyond control" as used in this section is meant any one or more of the following causes affecting operations of CONTRACTOR: fire or other casualties and accidents; strikes, riots and civil commotions; wars and acts of public enemies; storms, floods and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public, authorities; and acts of God and other similar circumstances beyond the control of the CONTRACTOR.

SECTION 17. DEFAULT

If at any time the CONTRACTOR shall violate any of the provisions of this Contract, or shall neglect or refuse to prosecute the work with reasonable diligence, or should refuse or neglect to perform the work according to the Contract Documents, COUNTY may give CONTRACTOR a written notice setting forth with reasonable particularity the default, deficiency or failure to comply with the Contract or this clause. In addition, the COUNTY may suspend any further operations of CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to correct such deficiency within a period of ten (10) calendar days after receipt of such notice, or, in the event corrective work shall take a longer period of time, to begin corrective measures within ten (10) calendar days and proceed thereafter with due diligence, the CONTRACTOR shall be in default. COUNTY shall thereafter have the right, without further notice to the CONTRACTOR, and without voiding the Contract to take possession of all materials, to complete work, and to charge the cost of so doing against CONTRACTOR. Should the unpaid balance of the contract price exceed the expense of finishing the project, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expenses shall exceed the balance due the CONTRACTOR, CONTRACTOR and Surety on its bond provided for herein agree to pay the excess to COUNTY.

The determination by the County Representative of a question as to whether any of the terms of the Contract or Specifications have been violated, or have not been performed satisfactorily, shall be appealable to the Board of County Commissioners whose decision shall be conclusive upon the CONTRACTOR and his or her surety, and any and all other parties who may have any interest in the Contract or any portion thereof.

The foregoing provisions of this section shall be in addition to all other rights and remedies available to the COUNTY under law.

SECTION 18. SUBCONTRACTING

No portion of the Contract shall be sublet, subcontracted or performed by others than the CONTRACTOR'S own organization except with the written consent of the COUNTY. Requests for permission to sublet or subcontract any portion of the Contract or to have any of the work performed by others than his/her own organization shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The CONTRACTOR shall perform with his/her own organization contract work amounting to not less than fifty (50%) percent of the amount of the Contract as awarded. The term "CONTRACTOR'S OWN ORGANIZATION" shall be construed to include only workers employed and paid directly by CONTRACTOR and equipment owned or rented by him/her. The CONTRACTOR shall prior to commencing work, notify the County Representative in writing of the names of any subcontractors and supplier of materials for the project. If subcontractors are to be used on this Contract, such subcontractors shall be bound by all of the provisions of this Contract including the requirement to supply certificates of insurance as provided in Section 7 above. Other subcontracting provisions are found in ORS 279C.370 and are listed below.

SECTION 19. LIABILITY OF PUBLIC OFFICIALS.

In carrying out of any of the provisions of this Contract, or in exercising any power of authority granted under this Contract, there will be no liability on the Columbia County Board of Commissioners, members of said board and its officers, agents, employees and authorized representatives of the Board, either personally or as officials of the COUNTY, it always being understood that in such matters they act solely as agents and representatives of Columbia County.

SECTION 20. LAWS, REGULATIONS AND ORDERS.

CONTRACTOR at all times shall observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and local ordinances, orders, rules and regulations, which in any manner affect the activities of CONTRACTOR under this Contract, and further, shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies of tribunals having any jurisdiction or authority over such activities of CONTRACTOR.

Payment for work under this Contract after June 30 of any given year is subject to funds being budgeted by the Columbia County Budget Committee. This Contract is subject to the provisions of ORS Chapter 279C (Public Contracting), ORS 294 (Local Budget Law), Article XI, Section 10 of the Oregon Constitution and any and all Oregon statutes and Columbia County ordinances and rules relating to public contracting.

SECTION 21. SUSPENSION OF ACTIVITIES

COUNTY shall have the authority to suspend, wholly or in part, the activities of CONTRACTOR and assignees of CONTRACTOR under this contract for such period or periods of time as COUNTY may deem necessary to protect the public interest.

SECTION 22. ADVANCE PAYMENTS TO CONTRACTOR.

Upon request by CONTRACTOR to be paid for completion of part of the total work to be done hereunder, COUNTY may make such payment, if in the sole opinion of COUNTY the work has been satisfactorily completed and the quantity of work can be verified.

The request from CONTRACTOR for such advance payment must be in writing and include a statement showing the quantity of work completed and the amount payable for such work at the contract unit price.

SECTION 23. NON-DISCRIMINATION.

The CONTRACTOR shall comply with the provisions of Chapter 659, Oregon Revised Statutes, which prohibits unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age, or because of an expunged juvenile record. Particular reference is made to ORS 659.030 which states that it is an unlawful employment practice for an employer, because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older, or because of an expunged juvenile record, to refuse to hire or employ, or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

SECTION 24. LIQUIDATED DAMAGES.

In the event all of the work required under this Contract is not completed within the time specified in the Contract or any lawful extension thereof, CONTRACTOR agrees that damage will be sustained by COUNTY as a result, but to definitely determine and ascertain the actual amount of damages either before or after the occurrence thereof would be difficult and impractical. The sum stated in the Section 16 of the Contract for liquidated damages for each and every calendar day that completion of the work is delayed beyond the prescribed completion or lawful extension thereof is hereby stipulated as being the nearest and most exact measure of such damage that can be fixed at this or any subsequent time. When assessed by the COUNTY, CONTRACTOR shall become liable for and pay to the COUNTY as liquidated damages and not as a penalty said sum per day for each and every calendar day of delay. It is agreed by the parties to the Contract, that the amount of liquidated damages shall be \$500 per day for each and every calendar day of such delay. The amount of such liquidated damages may be deducted by the contracting agency from any compensation due or that may become due under this Contract and the CONTRACTOR and his or her surety shall be liable for any excess damages due.

In the event CONTRACTOR is directed to perform extra or additional work, the number of calendar days specified in the Contract shall be extended by an amount determined by application to the original number of calendar days of the ratio that the value of the extra additional work bears to the original contract value.

Liquidated damages shall not be assessed for any delays caused by the default, act or omission of COUNTY, the State, public enemy or act of God, or as provided in Sections 14, 16, and/or 20 of the Special Provisions, providing CONTRACTOR shall within ten (10) days subsequent to the beginning of any such delay, file a written report as to the cause thereof with the County Representative, whose findings in connection therewith shall be final and conclusive.

SECTION 25. TIME OF ESSENCE.

The parties agree that time is of the essence in this agreement. Pavement Overlay completed September 30th, 2018 with all other work to be completed by October 15th, 2018

SPECIFICATIONS

APPLICABLE STANDARD SPECIFICATIONS

References to the Standard Specifications which are applicable to the work on this project are contained in the 2018 edition of the "Oregon Standard Specifications for Construction, Oregon Department of Transportation." The contractor is responsible for fully understanding and complying with the applicable sections from the Oregon Standard Specifications for Construction and all of its updates. Only select excerpts are included within this document for general reference, and/or are modified where applicable. When discrepancies with the Oregon Standard Specifications for Construction and excerpts conflicts with this document, contractor shall contact contract administrator with any questions or uncertainties prior to bidding or proceeding with any work.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railways	00170.01(e)
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Closed Lanes	00220.40(e)(1)
Special Events	00220.40(e)(2)(b)
Limited Duration Road Closure	00220.40(f)
Road Closure Using Rolling Slowdown Method	00220.40(g)
Regulated Work Areas	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type B" add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type B schedule as detailed in the Standard Specifications is required on this Contract.

00180.50(c) Beginning of Contract Time - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

Add the following subsection:

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

Pavement portion of contract must be completed by September 30th, 2018

All remaining work must be completed by October 15th, 2018

Add the following subsection:

00180.85(c) Lane Closures - Lane closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event Traffic Lanes are closed beyond the limits listed in 00220.40(e) (or 00220.40(f)). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e) (or 00220.40(f)). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(e) Traffic Delays Beyond 20 Minutes - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to

the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

Add the following subsection:

00220.01(d) Terminology - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

00220.02(a) General Requirements - Add the following bullet(s) to the end of the bullet list:

Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.

When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings. Modify the "Typical Abrupt Edge Delineation" configuration by replacing the tubular markers with temporary plastic drums on 40 foot maximum spacing along the abrupt edge.

When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

Protect traffic by grinding and inlaying existing longitudinal rumble strips before staging traffic across them. Grind and inlay existing rumble strips according to the "Existing Rumble Strip Removal" detail shown on the Standard Drawings. Use Level 2, 1/2 inch ACP, or as directed.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

On Street Parking - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

00220.60(a)(1) Contractor Responsibility - In the paragraph that begins "Do the following at no additional...", add the following bullet to the end of the bullet list:

During emulsified asphalt surface treatment operations, broom the surface being used by bicycles as soon as practicable to keep it free of all dirt, mud, gravel, and other harmful materials. The surface includes bike paths, bike lanes, roadway shoulders or the outside 6 feet of the roadway.

SECTION 00240 - TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.

Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.

During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.

If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.

If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.

Underwater blasting is not allowed.

Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.

End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.

Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.

The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) Visual Turbidity Monitoring - Perform visual turbidity monitoring each day when working in regulated work areas according to the following:

Before beginning work, make in stream turbidity observation approximately 100 feet upstream and, based on the wetted stream width, at the compliance distance listed in Table 00290-1 downstream of the in-water work area.

Make in stream turbidity observations upstream and downstream every four hours.

If a turbidity plume is observed within the compliance distance downstream of the in-water work area, implement in-water best management practices (BMP). If a turbidity plume is still observed at the second four hour observation, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.

If a turbidity plume is observed beyond the compliance distance downstream of the in-water work area at any observation interval, stop all in-water work and implement additional BMP. Resume in-water work activity the next morning.

Table 00290-1

Wetted Stream Width	Compliance Distance
≤ 30 feet	50 feet
> 30 feet to 100 feet	100 feet
> 100 feet to 200 feet	200 feet
> 200 feet	300 feet
Lakes, Ponds, and Reservoirs	Lesser of 100 feet or max. surface dimension

(8) Meter Turbidity Monitoring - Perform meter turbidity monitoring each day when working in regulated work areas according to the following:

Use a turbidity meter that has been calibrated to meet manufacturer requirements.

Before beginning work, take in stream turbidity readings approximately 100 feet upstream and, based on the wetted stream width, at the compliance distance listed in Table 00290-1 downstream of the in-water work area.

Take in stream turbidity readings upstream and downstream at four hour intervals or more frequently and perform in-water work based on turbidity measurements according to the following:

If the downstream reading at the compliance distance is 0 to 4 nephelometric turbidity units (NTU) above upstream levels, continue to work and take readings every four hours.

If the downstream reading at the compliance distance is 5 to 29 NTU above upstream levels, modify work procedures and best management practices (BMP) and take a subsequent downstream reading four hours later. If at the subsequent four hour reading, the downstream reading is still 5 to 29 NTU above upstream levels, stop all in-water work and implement additional BMP. Resume in-water work activities the next morning.

If the downstream reading at the compliance distance is 30 to 49 NTU above upstream levels, modify work procedures and BMP and take a subsequent downstream reading two hours later. If, at the subsequent two hour reading, the downstream reading is still 30 to 49 NTU above upstream levels, stop all in-water work and implement additional BMP. Resume in-water work activities the next morning.

If the downstream reading at the compliance distance is 50 NTU or more above upstream levels, stop all in-water work and implement BMP. Resume in-water work activities the next morning.

Table 00290-1

Wetted Stream Width	Compliance Distance
≤ 30 feet	50 feet
> 30 feet to 100 feet	100 feet
> 100 feet to 200 feet	200 feet
> 200 feet	300 feet
Lakes, Ponds, and Reservoirs	Lesser of 100 feet or max. surface dimension

(8) Turbidity Monitoring - Perform turbidity monitoring when working in regulated work areas according to the following:

Document all turbidity monitoring results including date, time, and location on the Agency provided form or another form approved by the Agency. Submit reports to the Engineer weekly when working in regulated work areas and keep copies of the reports at the project site.

If work activities violate permit conditions or cause water quality violations which may endanger the health of aquatic life or environment, stop all in-water work activities and notify the Engineer. Submit a written report of violations to the Engineer within 5 Calendar Days of violation.

00290.32 Noise Control - Add the following paragraphs to the end of this subsection:

The Contractor's attention is directed to City of Scappoose Ordinance which describes noise control regulations. Comply with the applicable noise control requirements of the ordinance for project work.

Copies of the ordinance and noise control code are available at the office of the Project Manager.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Project Manager, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

00290.34(b) Prohibited Operations - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

Blast underwater.

Use water jetting.

Release petroleum products or chemicals in the water.

Disturb spawning beds.

Obstruct stream channels.

Cause silting or sedimentation of waters of the State or waters of the U.S.

Use treated timbers within the regulated work area.

Impede adult and juvenile fish passage, including intermittent streams.

00290.36(a) Migratory Birds - Add the following paragraphs to the end of this subsection:

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have

access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

00290.36(b) Bats - Add the following to the end of this subsection:

Protect bats by doing the following:

Schedule bridge demolition outside of the bat breeding season (____(date)____ to ____ (date) ____).

If this is not feasible and if approved by the Project Manager, apply exclusionary methods prior to this date to exclude bats from accessing suitable habitat. An exclusionary device is any method that denies bats physical access to an area (for example: nets and hole blockers).

Exclusionary devices must be installed a minimum of 15 days prior to this period.

Inspect, maintain, and repair exclusionary devices to prevent active occupancy by bats during the period listed above.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.

Do not begin work until the migratory bird protection plan is approved.

In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

Add the following subsection:

00290.36(c) Prevent Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

Provide a list of qualified personnel experienced in bird identification, including a summary of their qualifications. A qualified individual shall have at least 2 years of work experience identifying nesting birds in the Pacific Northwest.

Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year. If complete avoidance is not feasible, describe measure and method to prevent birds and bats from nesting within the Project Site. Describe measures to install, inspect, maintain, and repair

exclusionary devices and/or harassment methods, and a schedule for installing, inspecting, and removing exclusionary measures.

Do not begin work until the migratory bird protection plan and the implementation schedule are approved.

Prevent nesting by native birds on structures to be removed or repaired and on vegetation to be removed as follows:

Install, inspect, repair and maintain exclusionary methods or begin harassment methods to prevent nesting of native birds in, on, or under the structures and the vegetation from March 1 to September 1 of each year.

If exclusionary measures have been installed or harassment methods have begun on-site prior to NTP, within 15 Calendar Days of the preconstruction conference, assume responsibility for ensuring that native birds do not nest in, on, or under the structures or the vegetation, according to Agency's migratory bird protection plan, including maintaining and inspecting exclusionary measures.

Using qualified personnel from the list, perform inspections on the structures (and the vegetation) according to the implementation schedule for nesting activity and effectiveness of exclusionary measures. Document inspections and maintain documentation on-site.

Remove existing bird nests only if no eggs or young are found.

Meet with the Agency Biologist, the Engineer, and inspector on-site if nests containing eggs or young are found.

Use equivalent materials when repairing or replacing damaged exclusionary measures.

If on-site work is completed prior to September 1, discontinue exclusionary measures or harassment methods.

In the event the Contractor fails to prevent nesting of native birds, the Engineer may suspend the work according to 00180.70.

Unless authorized in writing by the Engineer, return to the Engineer, within 5 Calendar Days of removal, all exclusionary measures applied by others prior to the NTP for the Project.

Add the following subsection:

00290.36(d) Wildlife Avoidance/Harassment (High Noise) - For purposes of this project, "high noise" is defined as sound pressure levels greater than 10 dBA above the ambient as measured by the L_{AFmax} and L_{AFeq} at sensitive habitat as shown:

Non-blasting high-noise producing construction activities are not allowed between April 1 and August 5. Blasting activities within one mile of sensitive habitat shall be conducted only between September 15 and March 30.

Non-blasting high noise producing construction activities conducted from August 6 to September 15 shall implement a daily limited operating period of daytime work being conducted from two hours after sunrise to two hours before sunset. If night construction is needed, then activity shall be conducted one hour after sunset to one hour before sunrise.

High-noise producing activities, including blasting, are allowed only between November 1 and August 31.

Blasting and high-noise producing activities shall be prohibited during the following critical nesting period:

March 1 to July 7 for the North Coast Province.

March 1 to June 30 for the Rogue/Siskiyou National Forest (NF) and Medford District of U.S. Bureau of Land Management (BLM) in the Southwest Province.

March 1 to July 15 for the Umpqua NF in the Southwest Province.

March 1 to July 15 for the Willamette Province.

March 1 to September 30 for the Deschutes NF, Fremont, and Winema NF and unlisted areas.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(b)(3) Trees To Be Saved - Replace this subsection with the following subsection:

00320.40(b)(3) Vegetation and Materials to be Saved - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

Add the following paragraph:

00320.40(b)(4) Salvaging Vegetation and Natural Materials - As shown or directed, salvage and stockpile plants, rocks, down timber, and other natural materials for use in site restoration. Do not salvage material dominated by weedy species, as directed. If shown, salvage conifer trees that are greater than 18 inch diameter at breast height (DBH) with root wad intact. Store salvaged material in a clean and dry place until site restoration, or as directed.

00320.41 Grubbing Operations - Add the following to the end of this subsection:

Stockpile stumps and root wads at no additional cost to the Agency. The stumps and root wads will be used by the Oregon Department of Fish and Wildlife to establish fish habitat in stream beds. Stockpile stumps and root wads meeting the following criteria:

A trunk diameter of 24 inches or greater.

A root wad, at least 4 to 5 feet in diameter.

A long stem or tree trunk attached to the root wad.

00320.42 Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Ownership and Disposal of Matter - Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for work zone fencing.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.41(a)(4) Excess Materials - Replace this subsection, except for the subsection number and title, with the following:

If the quantities of excavated materials are greater than required to construct embankments and to do all filling and backfilling, the Contractor may use the remaining materials to uniformly widen embankments or to flatten slopes in a manner satisfactory to the Engineer.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Dispose of waste materials according to Section 00235 of these special provisions.

00330.41(a)(9) Excavation Below Grade - Delete subsection 00330.41(a)(9)(c).

00330.42(c)(3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet(s) to the end of the bullet list:

Excess material used to widen embankments or flatten slopes according to 00330.41(a)(4).

Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

00330.94 Embankment Basis Payment - Delete the paragraph that begins "Excavation of unstable...".

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

INSERT LOCATION TABLE FOR DIGOUTS

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00446 - TRENCH DRAINS

Comply with Section 00446 of the Standard Specifications.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic will be allowed on the cold planed surface up to 10 Calendar Days after removing the existing surface. Sweep and clean the cold planed surface before opening to traffic.

Before beginning paving operations, make repairs to the existing cold planed surface as directed. Payment for the repairs will be made according to 00195.20.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be either 1" - 0 or 3/4" - 0 size.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the Aggregate..." with the following two sentences:

Add water to the Aggregate while mixing to provide a moisture content according to 00641.12 and subsection 00641.41(a). Road mix is not allowed on this Project.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt - Replace the paragraph that begins "Furnish CSS-1..." with the following paragraph:

Furnish CMS-2RA or HFMS-2RA as selected by the Contractor.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 7.5 tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11(a) Asphalt Cement - Add the following to the end of this subsection:

Provide **Level 2** grade asphalt cement for this Project.

00744.16 Sampling and Testing - Replace this subsection, except for the subsection number and title, with the following:

For each 1,000 tons of placement, have a CAT I perform a minimum of one of each of the following test methods as modified in the MFTP:

Asphalt Content - AASHTO T 308 with ODOT TM 323 determined Calibration Factor

Gradation - AASHTO T 30

Mix Moisture - AASHTO T 329

Maximum Specific Gravity - AASHTO T 209
Field Compacted Gyratory Specimens - ODOT TM 326

When less than 1,000 tons of mix is placed in a day, perform a minimum of one series of tests per day. Provide test results to the Engineer by the middle of the following work shift. The Engineer may waive the requirement for any of AASHTO T 308, AASHTO T 30, AASHTO T 329, and ODOT TM 326 on a daily basis. The Engineer may waive the requirement for AASHTO T 209 when less than 500 Tons of ACP is placed in a single work shift.

Provide samples or split samples to the Engineer when requested.

00744.17 Acceptance - Replace this subsection, except for the subsection number and title, with the following:

If the test result for each mix gradation constituent, asphalt content, and density measurement is within the specification limits, the material will be accepted. If the asphalt content, one or more gradation constituents, or the density measurement are not within the specification limits, the material that is not within the specification limits will be accepted according to 00150.25.

00744.41 Mixing Temperature - Replace the table with the following:

Type	Temperature, °F	
	Maximum at Mixer	Minimum Behind Paver
HMAC	350	240
WMAC	350	215

00744.49 Compaction - Replace the paragraph that begins "Determine compliance with..." with the following paragraph:

Determine compliance with density Specifications by random testing of the compacted surface with calibrated nuclear gauges. Determine the density by averaging QC tests performed by a CDT with the nuclear gauge operated in the backscatter mode according to AASHTO T 355 at one random location for each 100 tons of asphalt concrete placed, but take no less than 10 tests each shift. Do not locate the center of a density test less than 1 foot from the Panel edge. Calculate MAMD according to ODOT TM 305. The Engineer may waive compaction testing requirements when less than 500 tons of ACP is placed in a single work shift.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(a) Label - Add the following to the end of this subsection:

Provide alternate labeling for native plant seeds as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Permanent Seeding:

Botanical Name (Common Name)	PLS (lb/acre)	÷ (% Purity minimum)	x (% Germination minimum)	= Amount (lb/acre)
Festuca rubra (Creeping Red Fescue)	11	_____	_____	_____
Festuca rubra commutata (Chewings Fescue)	11	_____	_____	_____
Lolium perenne (Perennial Ryegrass)	17	_____	_____	_____
Agrostis tenuis (Colonial Bentgrass)	4	_____	_____	_____
Trifolium repens, Grassland Huia (New Zealand White Clover)	2	_____	_____	_____

* Oregon Certified Seed

Add the following subsection:

01030.14(b)(4) Organic Fertilizer - Furnish organic fertilizer that analyzes ___ % nitrogen, ___ % phosphoric acid, and ___ % soluble potash. Furnish fertilizer that has no toxicity to sites where it will be applied.

01030.15 Mulch - Add the following paragraph(s) and bullets to the end of this subsection:

Furnish mulch for seeding according to the following:

Furnish straw mulch for all temporary roadside erosion control seeding, except hydromulch may be used under the following conditions:

Spring planting west of the Cascades between March 1 and May 15.

Slopes are steeper than 1V to 1.5H and longer than 16 feet.

Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

01030.42 Weed Control - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

01030.60 General - Add the following sentence(s) after the last bullet:

The minimum living plant coverage for woody or other plant seeding is 50 percent of ground surface.

The minimum living plant coverage for native plant seeding is 75 percent of ground surface

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace the definition for "High Performance Concrete" with the following definition:

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

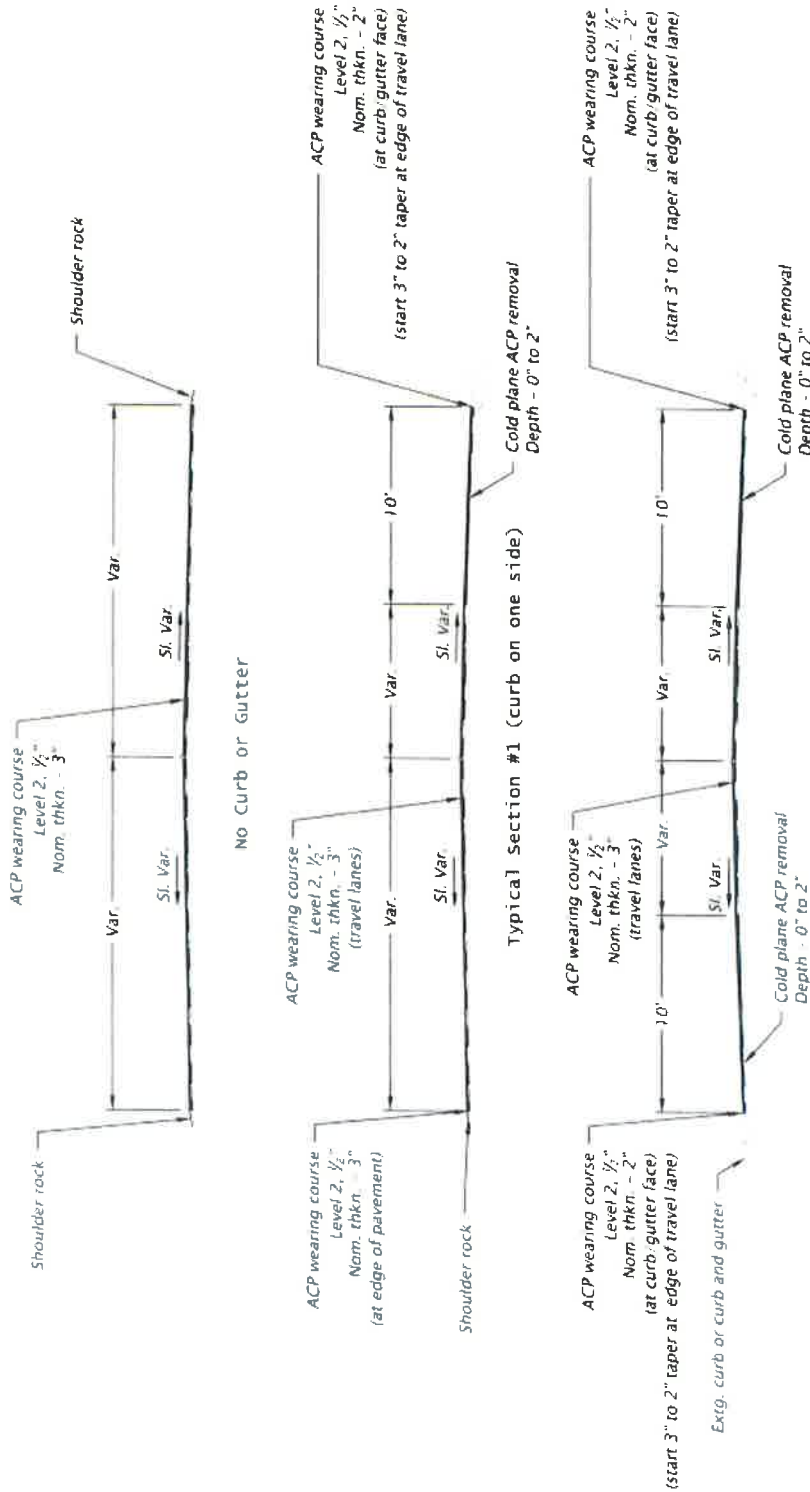
Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 ¹
HPC5000 and above	0.40	
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

SECTION 02630 – BASE AGGREGATE

Comply with Section 00640 of the Standard Specifications.

SECTION 02640 – SHOULDER AGGREGATE

Comply with Section 00640 of the Standard Specifications.



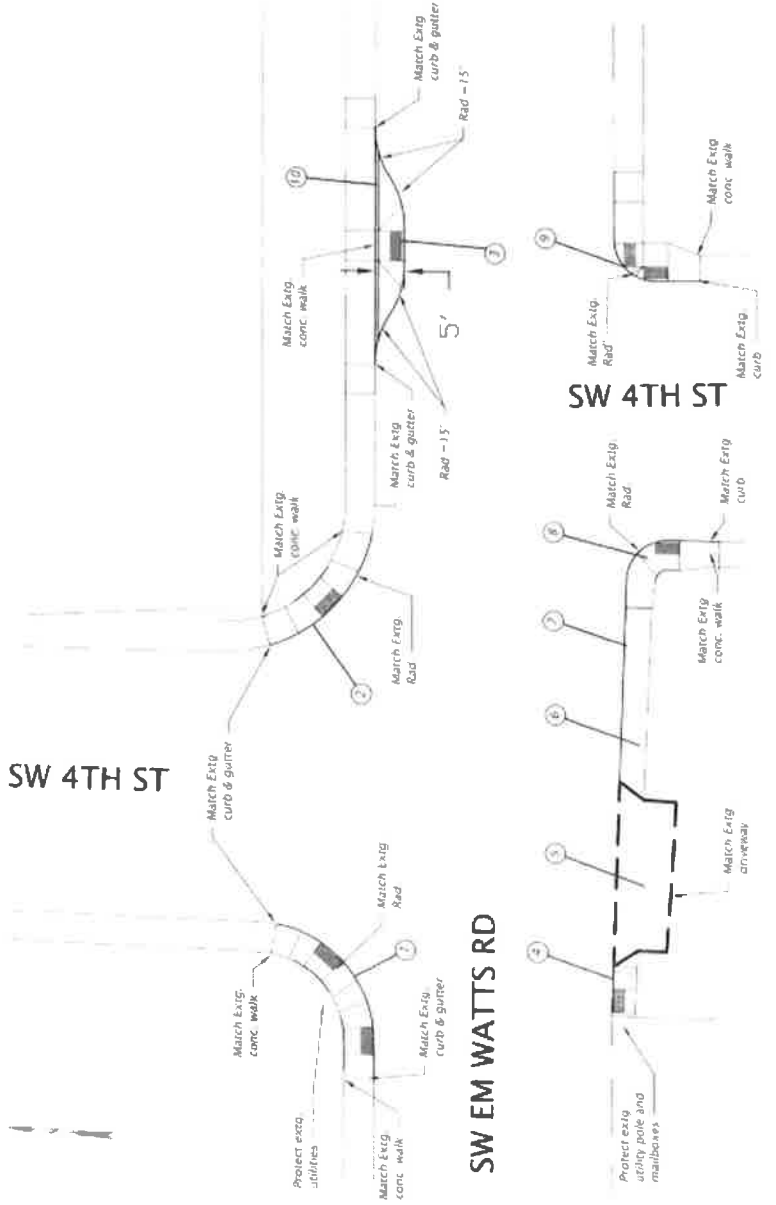
Note

1. Start tapered cold plane ACP removal 10' offset from EOP, curb or gutter
2. Cold plane ACP removal to be performed prior to ACP overlay
3. Cold plane ACP removal for locations where there is existing curb or gutter
4. Cold plane ACP removal on bridge 3" depth, 100' taper grind from bridge ends (3" to 0") ACP wearing course 3" thick across bridge.

<p>DAVID EVANS AND ASSOCIATES INC. 1320 Columbia Street, Suite 200 COLUMBIA, SC 29201 (803) 733-1000 www.david-evans.com</p>	<p>REGISTERED PROFESSIONAL ENGINEER 91702PE OREGON JANUARY 10, 2017 M. A. M. A. R. A.</p> <p>Exp 6/30/19</p>
	<p>Typical Section</p> <p>STA EM Watts Road COLUMBIA COUNTY</p> <p>Designer: David Evans Checker: John H. Smith</p>
<p>TYPICAL SECTIONS</p> <p>DATE: 07/14/14</p> <p>BA01</p>	

CONSTRUCTION NOTES

1. Remove and replace sidewalk ramp - 2
Const. curb and gutter - 8'
Const. conc. walk - 18'
Const. conc. walk - 155 sf
Inst. truncated domes - 2
(see org. nos. RD700, RD720, RD750, RD757
option M)
2. Remove and replace sidewalk ramp
Const. curb and gutter - 27'
Const. standard curb - 8'
Inst. truncated domes - 1
Const. conc. walk - 720 sf
Org. nos. RD700, RD720, RD750,
parallel curb ramp detail option N)
3. Const. sidewalk ramp
Const. curb and gutter - 42'
Const. conc. walk - 407 sf
Inst. truncated domes - 1
Org. nos. RD700, RD720, RD750,
perpendicular curb ramp)
4. Const. sidewalk ramp
Const. curb and gutter - 8'
Const. standard curb - 4'
Const. conc. walk - 36 sf
Inst. truncated domes - 1
(see org. nos. RD700, RD720, RD755,
parallel curb ramp detail & return curb)
5. Const. conc. approach
use option N
(see org. no. RD750)
6. Const. conc. walk - 158 sf
(see org. no. RD720)
7. Const. curb and gutter - 54'
(see org. no. RD700)
8. Remove and replace sidewalk ramp
Const. sidewalk ramp
Const. curb and gutter - 23'
Const. conc. walk - 75 sf
Inst. truncated domes - 1
(see org. nos. RD700, RD720, RD755,
parallel curb ramp detail)
9. Remove and replace sidewalk ramp
Const. sidewalk ramp
Const. curb and gutter - 30'
Const. conc. walk - 140 sf
Inst. truncated domes - 2
repair, see org. nos. RD700, RD720,
RD750, option C)



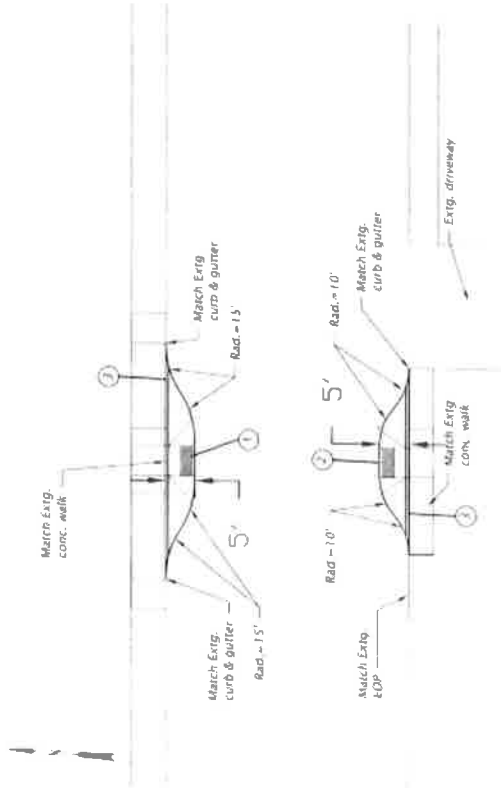
GENERAL NOTES

- All removal work is paid as "Removal of structures and obstructions (Lump Sum)
- Curb and sidewalk layout to be field verified by the engineer during construction
- Trench grates shall be Olympic Foundry Inc. 10' x 24" x 1.5" Style "Q" trench grate or approved equivalent

<p>DAVID EVANS AND ASSOCIATES INC. REGISTERED PROFESSIONAL ENGINEER No. 91702PE OREGON JANUARY 10, 2017 T. AISEI IMAKURA exp 6/30/19</p>	<p>ADA Ramps</p> <p>SW Em Watts Road COLLIERIA COUNTY</p>
	<p>Owner: Jason Blumstein Shawn Heston Shawn Heston</p>

CONSTRUCTION NOTES

- 1: Const. sidewalk ramp
Const. curb and gutter -42"
Const. conc. walk -40.15"
Use Truncated domes (For details, see org. nos. RD700, RD720, RD755, combination curb ramp)
- 2: Const. sidewalk ramp
Const. curb and gutter -18"
Const. conc. walk -22.05"
Use Truncated domes (For details, see org. nos. RD700, RD720, RD755, combination curb ramp)
- 3: Inst. trench drain -7"
connect gutter line

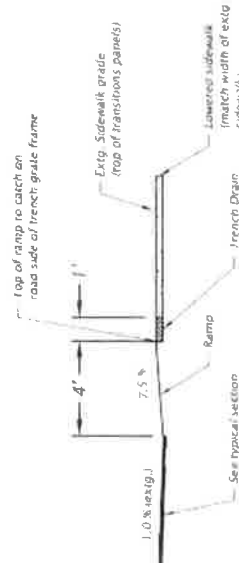
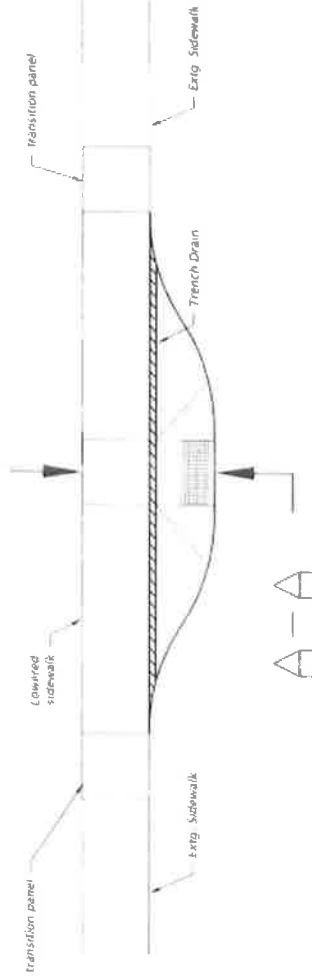


GENERAL NOTES

- All removal work is paid as "Removal of structures and obstructions (lump sum)"
- Curb and sidewalk layout to be field-verified by the engineer during construction
- Trench grates shall be Olympic Foundry Inc. 10" x 24" x 1.5" Style "Q" trench grate or approved equivalent

 DAVID EVANS and ASSOCIATES INC. 138 Grand Street, Suite 401 Portland, OR 97201-3625 Phone: 503.361.8625	ADA Ramps SW EM Watts Road Clatsop County Oregon 97130 Project: SW Em Watts (Owner: Clatsop County)		Date: 6/30/19
			Page: 2

EXHIBIT D
Contract Specifications and Plans

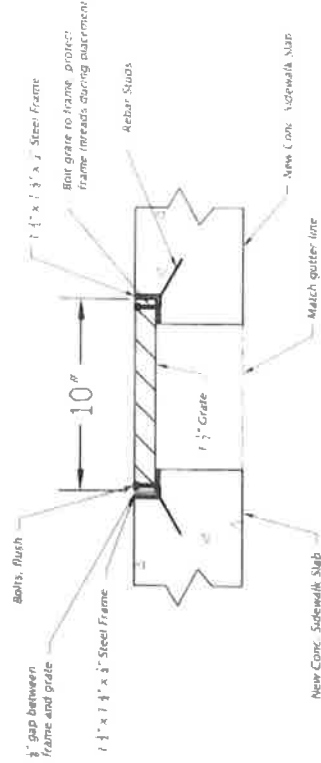


Assumed 1% counter slope (road cross slope). Field verify.

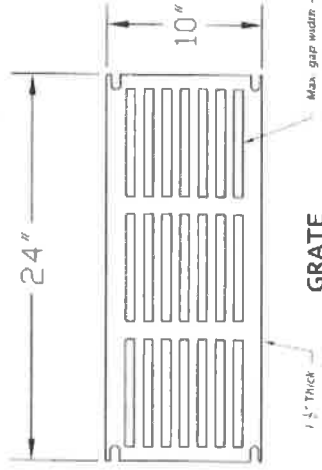
CURB EXTENSION DETAIL

GENERAL NOTES

- All removal work is paid as Removal of structures and obstructions (Lump Sum)
- Curb and sidewalk layout to be field verified by the engineer during construction
- Trench grates shall be Olympic Foundry, Inc. 10" x 24" x 1/2" Style "Q" trench grate or approved equivalent
- Existing cross slope assumed to be 1% toward gutter. Field verify.
- Transition panels to be no more than 5% slope

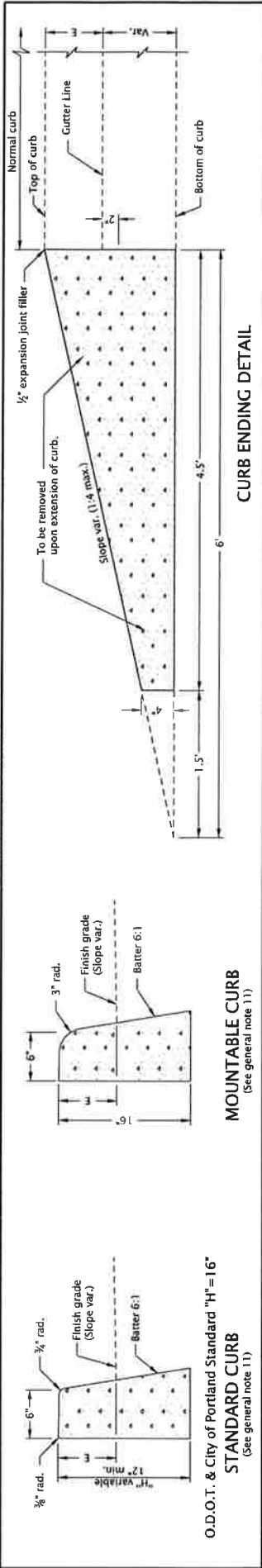


TRENCH DRAIN

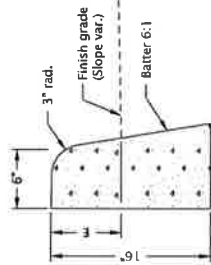


Submit manufacturer shop drawings. Dimensions may vary if shop drawings are approved by the engineer.

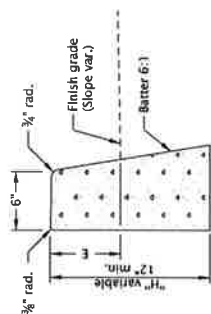
<p>DAVID EVANS AND ASSOCIATES INC. 550 Commercial Street, Suite 100 Portland, OR 97204 Phone: 503.207.7633</p>	<p>ADA Ramps</p> <p>SUN EM Watts, RASOP 1000 MARINA BLVD, NW SUNNYVALE, CA 94086</p>
	<p>Project: Access Improvement Client: J. Paul's Incubator Contract: New Fabric</p>
<p>DATE: 6/30/19</p>	
<p>Sheet No. 3</p>	



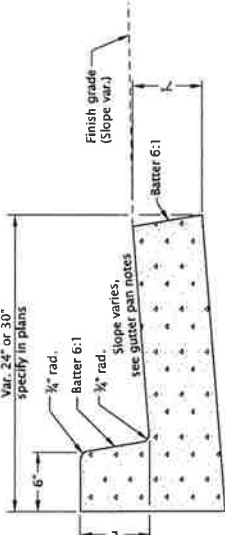
CURB ENDING DETAIL



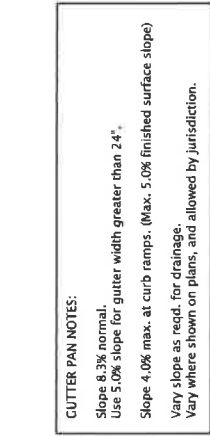
MOUNTABLE CURB
(See general note 11)



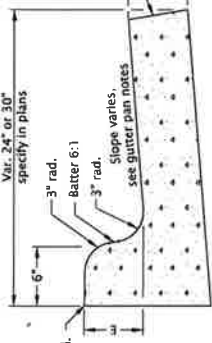
O.D.O.T. & City of Portland Standard "H" = 16" STANDARD CURB
(See general note 11)



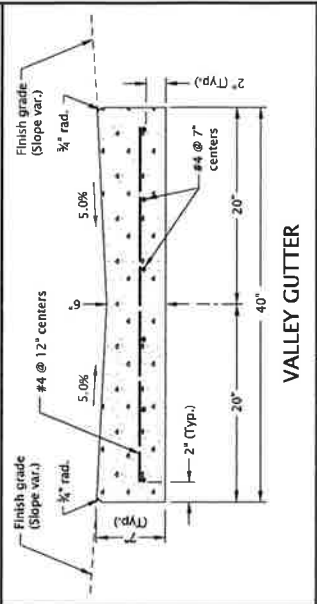
CURB AND GUTTER



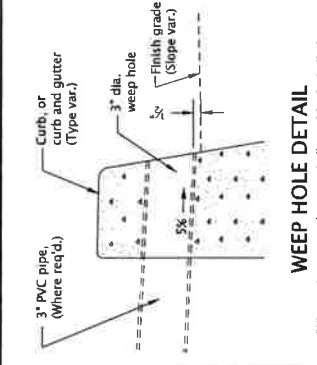
GUTTER PAN NOTES:
Slope 8.3% normal.
Use 5.0% slope for gutter width greater than 24".
Slope 4.0% max. at curb ramps. (Max. 5.0% finished surface slope)
Vary slope as req'd. for drainage.
Vary where shown on plans, and allowed by jurisdiction.



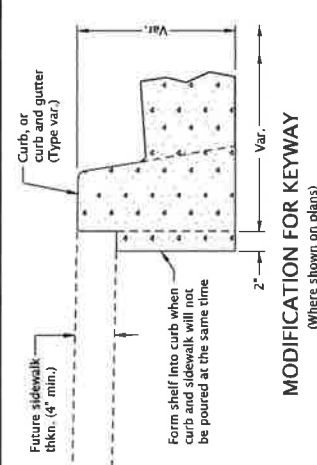
MOUNTABLE CURB AND GUTTER



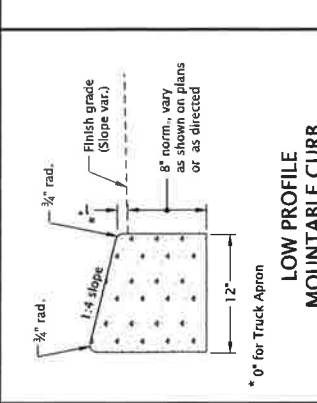
VALLEY GUTTER



WEEP HOLE DETAIL
(Where shown on plans, and allowed by jurisdiction)

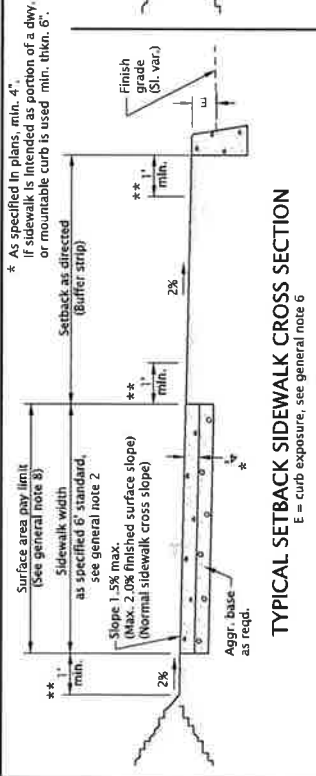


MODIFICATION FOR KEYWAY
(Where shown on plans)

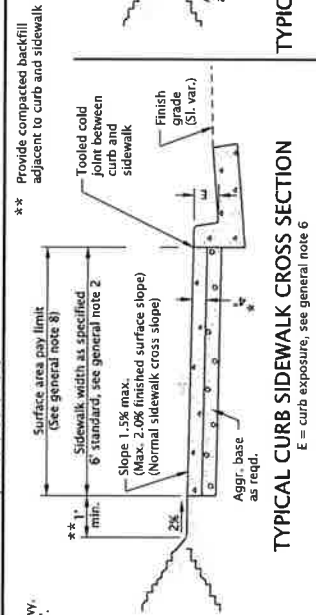


LOW PROFILE MOUNTABLE CURB
(See general note 11)

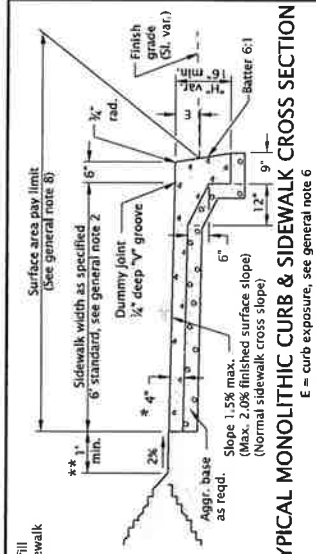
<p>GENERAL NOTES FOR ALL DETAILS:</p> <ol style="list-style-type: none"> Curb exposure "E" = 6" to 9", as measured vertically from flowline to highest point on curb. Vary as shown on plans or as directed. O.D.O.T standard "E" = 7". Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveway. Const. contraction joints at 15' maximum spacing, and at ends of each inlet and curb ramp. Transitions shall be used to connect curbs of different exposures "E". ("E" is the total vertical dimension of those curb surfaces having a slope of 1:1 or steeper). Minimum desirable transition length shall be 20' for each 1' difference in "E". 	<p>WEEP HOLE DETAIL (Where shown on plans, and allowed by jurisdiction)</p> <ol style="list-style-type: none"> 5. Tops of all curbs shall slope toward the roadway at 1.5% max. (Max. 2.0% finished surface slope), unless otherwise shown, or as directed. 6. Dimensions are nominal, vary to conform with curb machine approved by the engineer. 7. Dimensions adjacent to radii are measured to the point of intersection of curb surfaces. 8. For sidewalk details, and monolithic curb & sidewalk, see Std. Dwg. RD720. 9. For drainage curbs, see Std. Dwg. RD701. 10. For curb ramp details, see Std. Dwg. RD755. 11. On or along state highways, curb and gutter is required at curb ramp. 	<p>MODIFICATION FOR KEYWAY (Where shown on plans)</p> <p>Future sidewalk thkn. (6" min.)</p> <p>Form shelf into curb when curb and sidewalk will not be poured at the same time</p>	<p>VALLEY GUTTER</p> <p>Finish grade (Slope var.)</p> <p>3/4" rad.</p> <p>5.0%</p> <p>5.0%</p> <p>2' (Typ.)</p> <p>20'</p> <p>40'</p> <p>2' (Typ.)</p> <p>#4 @ 12" centers</p> <p>3/4" rad.</p> <p>5.0%</p> <p>20'</p>	<p>LOW PROFILE MOUNTABLE CURB (See general note 11)</p> <p>3/4" rad.</p> <p>1-4 slope</p> <p>6" norm. vary as shown on plans or as directed</p> <p>12"</p> <p>* 0" for Truck Apron</p>				
<p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications</p> <p>BASELINE REPORT DATE: 16-JAN-2018</p> <p>CALC. BOOK NO.: N/A</p>		<p>OREGON STANDARD DRAWINGS</p> <p>CURBS</p> <p>2018</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>01-2018</td> <td>REVISED & ADDED NOTES</td> </tr> </tbody> </table>			DATE	REVISION DESCRIPTION	01-2018	REVISED & ADDED NOTES
DATE	REVISION DESCRIPTION							
01-2018	REVISED & ADDED NOTES							



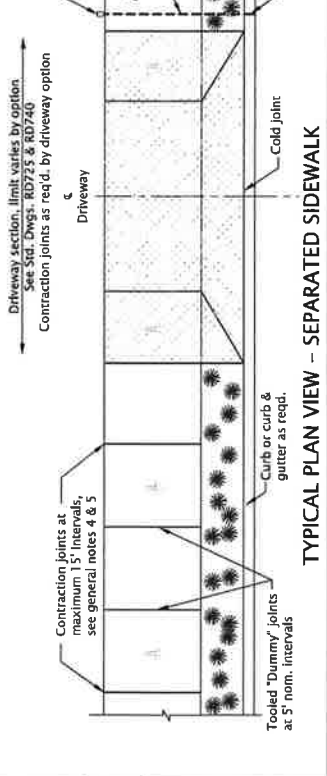
TYPICAL SETBACK SIDEWALK CROSS SECTION
E = curb exposure, see general note 6



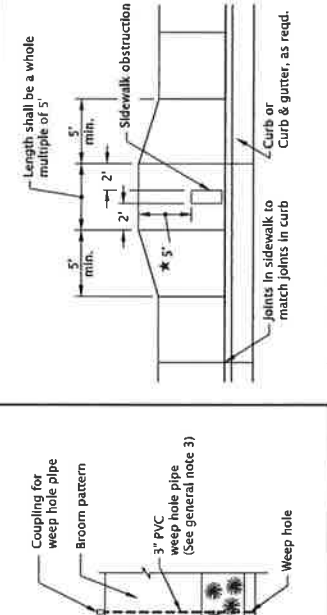
TYPICAL CURB SIDEWALK CROSS SECTION
E = curb exposure, see general note 6



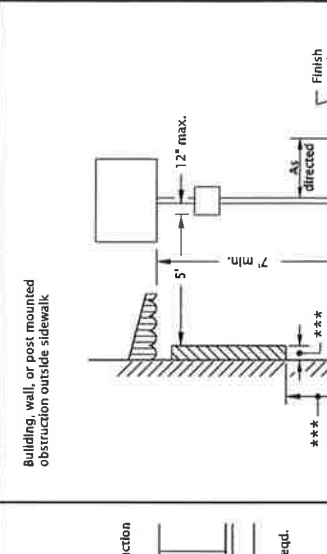
TYPICAL MONOLITHIC CURB & SIDEWALK CROSS SECTION
E = curb exposure, see general note 6



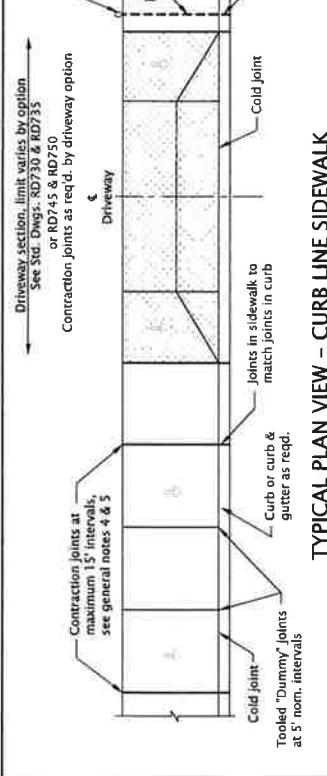
TYPICAL PLAN VIEW - SEPARATED SIDEWALK



REQUIRED SIDEWALK WIDENING AROUND OBSTRUCTIONS



CLEAR CIRCULATION PATH



TYPICAL PLAN VIEW - CURB LINE SIDEWALK

GENERAL NOTES FOR ALL DETAILS:

1. Include additional paved or unpaved 2' clearance to vertical faces higher than 5' such as retaining walls, sound walls, fences and buildings.
2. Curb type and sidewalk width as shown on plans or as directed.
3. On sidewalks 8' and wider, provide a longitudinal joint at the midpoint.
4. Place contraction joint over top of pipe. See Std. Dwg. RD700 for weep hole detail.
5. Const. expansion joints at 200' maximum spacing, and at points of tangency, and at ends of each driveway.
6. For monolithic curb & sidewalk, const. expansion joints at 45' maximum spacing, and at points of tangency, and at ends of each driveway.
7. For curb details, see Std. Dwg. RD700 & RD701.
8. Sidewalk details are based on United States Access Board Standards.
9. For driveway details not shown, see Std. Dwg. RD725, RD730, RD735, RD740, RD745 & RD750.
10. See project plans for details not shown.

REQUIRED SIDEWALK WIDENING AROUND OBSTRUCTIONS

- 1. Sidewalk
- 2. General configuration of driveway pay limit (see general note 8).
- 3. (See project plans for details not shown)
- 4. Slope 1.5% max. (Max. 2.0% finished surface slope) (Normal sidewalk cross slope)

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

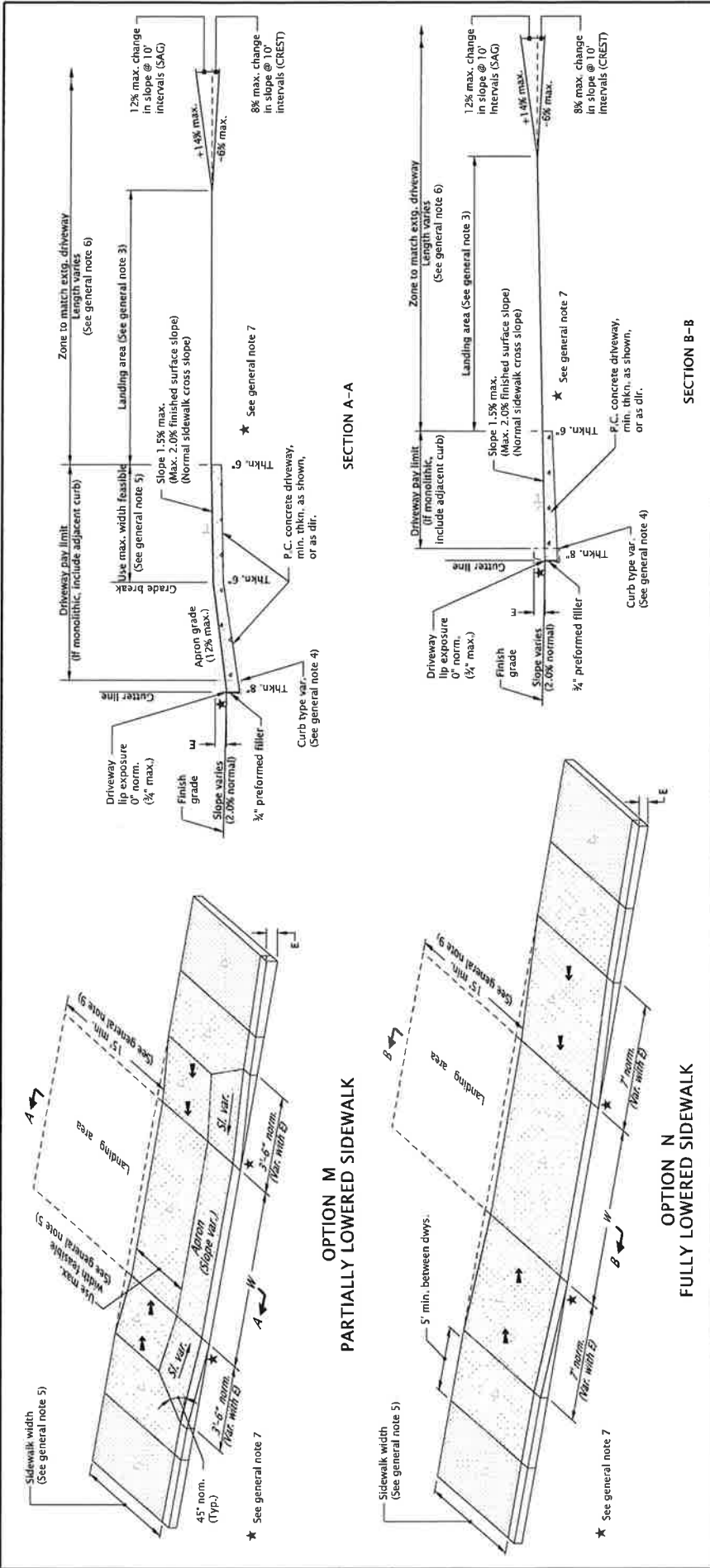
DATE	REVISED NOTE	REVISION DESCRIPTION
21-20-1		

2018

BASELINE REPORT DATE	16-JAN-2018
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NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

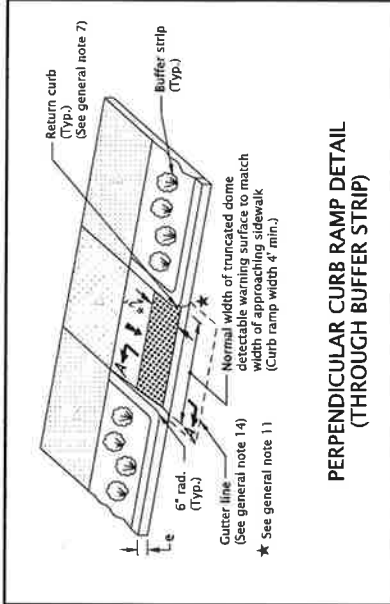
OREGON STANDARD DRAWINGS	
SIDEWALKS	



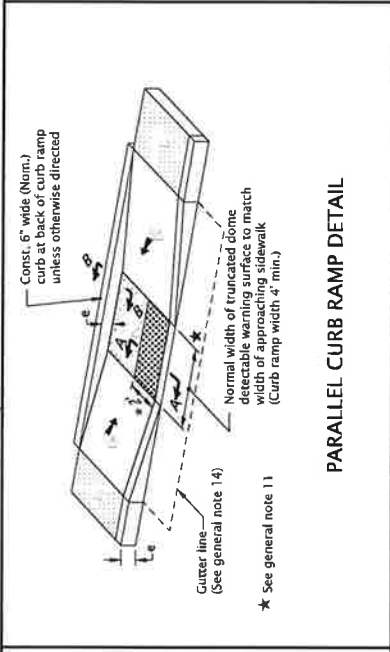
<p>GENERAL NOTES FOR ALL DETAILS:</p> <ol style="list-style-type: none"> 1. Details are based on United States Access Board Standards. 2. Only use details allowed by jurisdiction. 3. The following dimensions are as shown on plans, or as directed: driveway width, driveway slope, sidewalk width, curb exposure, driveway lip exposure, landing area length and width. See project plans for details not shown. 4. Curb, gutter, and sidewalk types varies, see plans. See Std. Dwg. RD700 & RD701 for curb details. 5. 4' unobstructed clear passage with slope 1.5% max. (Max. 2.0% finished surface slope) is required behind driveway apron. See Std. Dwg. RD720 for sidewalk details. 6. Where existing driveway is in good condition, and meets slope requirements, construct only as much as required for satisfactory connection with new work. 7. Check the gutter flow depth at driveway locations to assure that the design flood does not overlap the back of sidewalk at driveway. If overlapping occurs place an inlet at upstream side of driveway or perform other approved design mitigation. 8. Tooled joints are required at all driveway slope break lines. 9. 15' min. of the driveway behind the sidewalk should be surfaced to prevent tracking of gravel onto the sidewalk. 10. Monolithic curb & sidewalk shall retain thickened edge through lowered profile, to accommodate driveway use. See Std. Dwg. RD720 for details. 11. Any dimensions except those of general note 5 may be amended by local agencies for their use. 12. On or along state highways, curb and gutter is required at curb ramps. 	<p>OPTION M PARTIALLY LOWERED SIDEWALK</p>	<p>OPTION N FULLY LOWERED SIDEWALK</p>	<p>LEGEND</p> <ul style="list-style-type: none"> □ Sidewalk □ Driveway pay limit (if monolithic, include adjacent curb) (See project plans for details not shown) ← Slope 1.5% max. (Max. 2.0% finished surface slope) (Normal sidewalk cross slope) ← Slope 7.5% max. (Max. 8.5% finished surface slope) W Width of driveway E Curb exposure <p>NOTE: This drawing is to be used by local agencies to assist them in the design of driveways on their facilities.</p>	<p>SECTION A-A</p> <p>SECTION B-B</p>
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BASELINE REPORT DATE	16-JAN-2018
NOTE:	All material and workmanship shall be in accordance with the current Oregon Standard Specifications
OREGON STANDARD DRAWINGS	
CURB LINE SIDEWALK DRIVEWAYS	
OR ALLEYS (OPTIONS M & N)	
LOCAL JURISDICTIONS	
DATE	2018
REVISION	DESCRIPTION
0-12-18	REVISED & ADDED NOTES

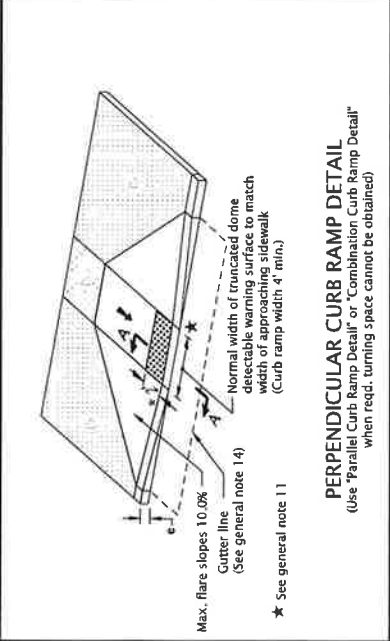
The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.



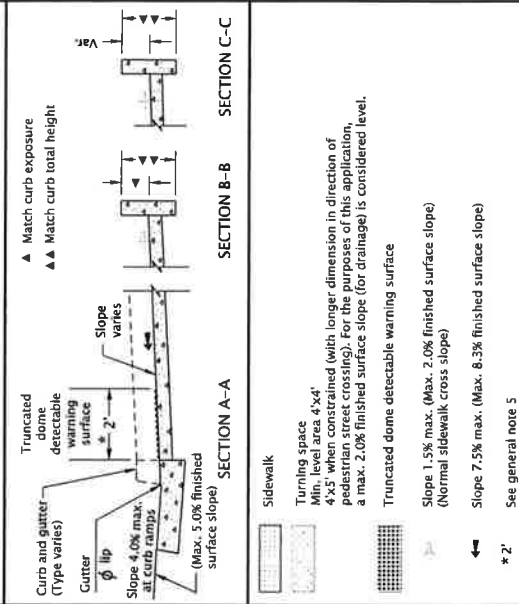
**PERPENDICULAR CURB RAMP DETAIL
(THROUGH BUFFER STRIP)**



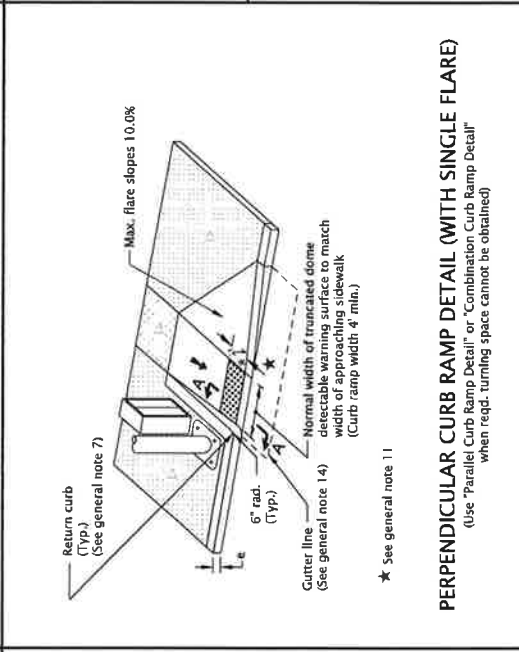
PARALLEL CURB RAMP DETAIL



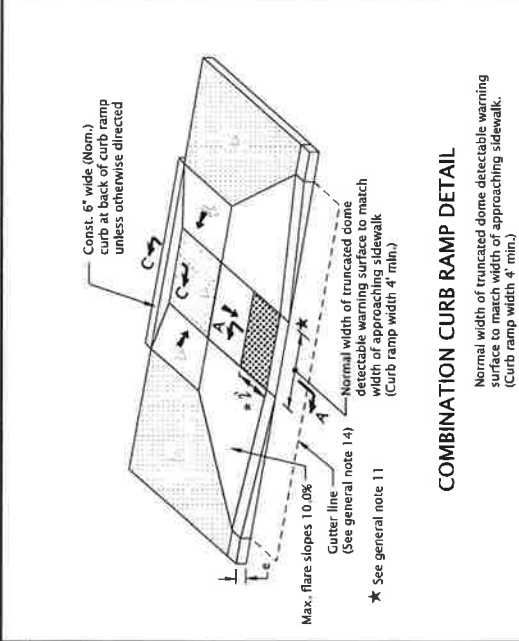
**PERPENDICULAR CURB RAMP DETAIL
(Use "Parallel Curb Ramp Detail" or "Combination Curb Ramp Detail"
when reqd. turning space cannot be obtained)**



**PERPENDICULAR CURB RAMP DETAIL (WITH SINGLE FLARE)
(Use "Parallel Curb Ramp Detail" or "Combination Curb Ramp Detail"
when reqd. turning space cannot be obtained)**



COMBINATION CURB RAMP DETAIL

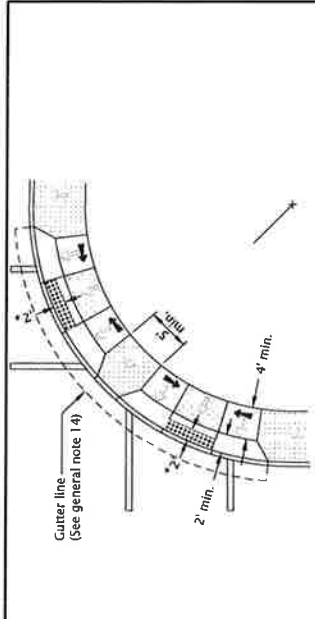
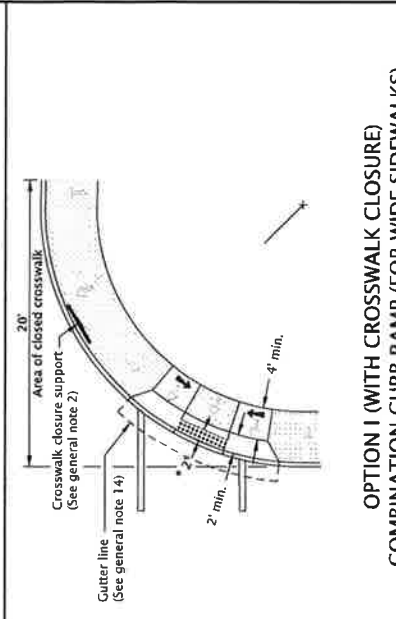
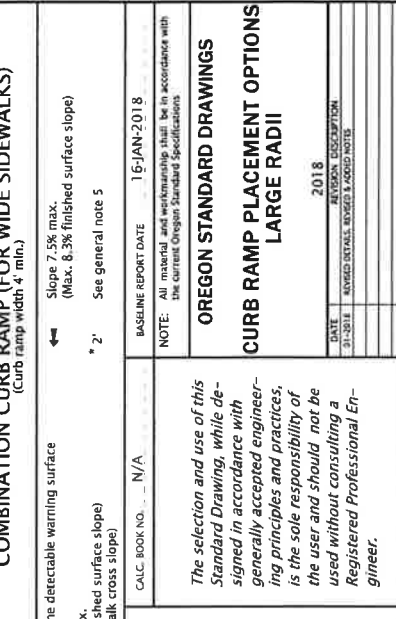
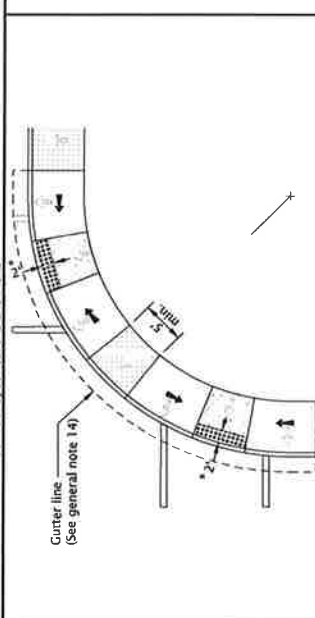
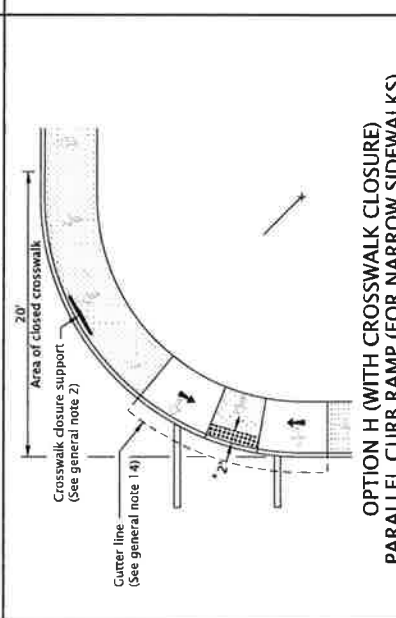
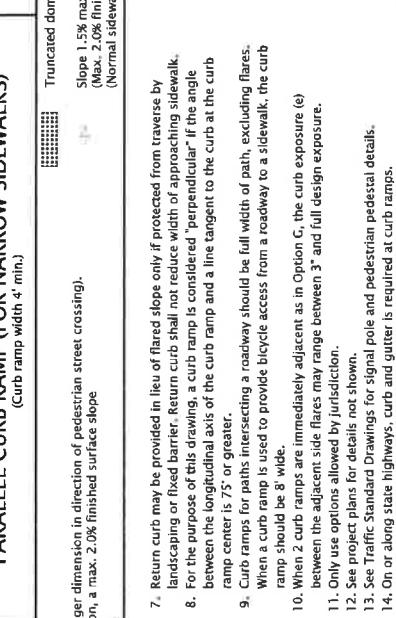


<p>OREGON STANDARD DRAWINGS</p> <p>CURB RAMP DETAILS</p> <p>DATE: 3/1/2018 REVISION: REVISION DESCRIPTION: REWARD DETAILS, REWARD & RADIOD NOTES</p> <p>DATE: 2018 REVISION: REVISION DESCRIPTION: 2018</p>	<p>BASELINE REPORT DATE: 16-JAN-2018</p> <p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.</p> <p>OREGON STANDARD DRAWINGS</p> <p>CURB RAMP DETAILS</p> <p>DATE: 3/1/2018 REVISION: REVISION DESCRIPTION: REWARD DETAILS, REWARD & RADIOD NOTES</p> <p>DATE: 2018 REVISION: REVISION DESCRIPTION: 2018</p>
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The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

- GENERAL NOTES FOR ALL DETAILS:**
- Curb ramp details are based on United States Access Board Standards.
 - See Std. Dwg. RD700 & RD701 for curbs. See Std. Dwg. RD720 for sidewalks.
 - See Std. Dwg. TMS103 & TMS130 for crosswalk markings, widths, etc.
 - Tooled joints are required at all curb ramp slope break lines.
 - Curb ramp slopes shown are relative to the true level horizon (Zero bubble).
 - Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of curb ramp only. For details not shown, see Std. Dwg. RD759.
 - Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush.
 - Return curb may be provided in lieu of flared slope only if protected from traverse by landscaping or fixed barrier. Return curb shall not reduce width of approaching sidewalk.
8. For the purpose of this drawing, a curb ramp is considered "perpendicular" if the angle between the longitudinal axis of the curb ramp and a line tangent to the curb at the curb ramp center is 75° or greater.
9. Curb ramps for paths intersecting a roadway should be full width of path, excluding flares. When a curb ramp is used to provide bicycle access from a roadway to a sidewalk, the curb ramp should be 8' wide.
10. For curb ramp placement options, see Std. Dwg. RD756 & RD757.
11. Check the gutter flow depth at curb ramp locations to assure that the design flood does not overtop the back of sidewalk at curb ramp. If overtopping occurs place an inlet at upstream side of curb ramp or perform other approved design mitigation.
12. Only use details allowed by jurisdiction.
13. Site conditions normally require a project-specific design. See project plans for details not shown.
14. On or along state highways, curb and gutter is required at curb ramps.

<p>OPTION A PERPENDICULAR CURB RAMP WITH LANDSCAPED BUFFER STRIP (Curb ramp width 4' min.)</p>	<p>OPTION B PERPENDICULAR CURB RAMP (FOR WIDE SIDEWALKS) (Curb ramp width 4' min.)</p>	<p>OPTION C PERPENDICULAR CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>
<p>OPTION A (WITH CROSSWALK CLOSURE) PERPENDICULAR CURB RAMP WITH LANDSCAPED BUFFER STRIP (Curb ramp width 4' min.)</p>	<p>OPTION B (WITH CROSSWALK CLOSURE) PERPENDICULAR CURB RAMP (FOR WIDE SIDEWALKS) (Curb ramp width 4' min.)</p>	<p>OPTION C (WITH CROSSWALK CLOSURE) PERPENDICULAR CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>
<p>Turning space Min. level area 4'x4' 4'x5' when constrained (with longer dimension in direction of pedestrian street crossing). For the purposes of this application, a max. 2.0% finished surface slope (for drainage) is considered level.</p> <p>Truncated dome detectable warning surface</p> <p>Marked or intended crossing location</p> <p>Sidewalk</p> <p>* 2' See general note 5</p> <p>Slope 1.5% max. (Max. 2.0% finished surface slope) (Normal sidewalk cross slope)</p> <p>Slope 7.5% max. (Max. 8.3% finished surface slope)</p> <p>Calc. Book No. N/A</p> <p>BASELINE REPORT DATE 6-JAN-2018</p> <p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.</p> <p>OREGON STANDARD DRAWINGS</p> <p>CURB RAMP PLACEMENT OPTIONS</p> <p>SMALL RADII</p> <p>DATE 2018</p> <p>REVISION DESCRIPTION</p> <p>51-2018 REWARD DETAILS REVISION A ADDED NOTES</p>	<p>The selection and use of this Standard Drawing, while design generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</p> <p>7. Return curb may be provided in lieu of flared slope only if protected from traverse by landscaping or fixed barrier. Return curb shall not reduce width of approaching sidewalk.</p> <p>8. For the purpose of this drawing, a curb ramp is considered "perpendicular" if the angle between the longitudinal axis of the curb ramp and a line tangent to the curb at the curb ramp center is 75° or greater.</p> <p>9. Curb ramps for paths intersecting a roadway should be full width of path, excluding flares. When a curb ramp is used to provide bicycle access from a roadway to a sidewalk, the curb ramp should be 8' wide.</p> <p>10. When 2 curb ramps are immediately adjacent as in Options B & C, the curb exposure (e) between the adjacent side flares may range between 3" and full design exposure.</p> <p>11. Only use options allowed by jurisdiction.</p> <p>12. See project plans for details not shown.</p> <p>13. See Traffic Standard Drawings for signal pole and pedestrian pedestal details.</p> <p>14. On or along state highways, curb and gutter is required at curb ramps.</p>	<p>GENERAL NOTES FOR ALL DETAILS:</p> <ol style="list-style-type: none"> 1. Curb ramp details are based on United States Access Board Standards. 2. See Std. Dwg. RD700 & RD701 for curbs. See Std. Dwg. RD720 for sidewalks. See Std. Dwg. TM503 & TM530 for crosswalk marking, widths, etc. See Std. Dwg. RD755 for curb ramp details. 3. See Std. Dwg. TM490 for crosswalk closure detail. 4. Curb ramp slopes shown are relative to the true level horizon (Zero bubble). 5. Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of curb ramp only. For details not shown, see Std. Dwg. RD759. 6. Check the gutter flow depth to assure that the design flood does not overtop the back of sidewalk. If overtopping occurs place an inlet at upstream side or perform other approved design mitigation.

 <p>OPTION G PERPENDICULAR CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>	 <p>OPTION H PARALLEL CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>	 <p>OPTION I COMBINATION CURB RAMP (FOR WIDE SIDEWALKS) (Curb ramp width 4' min.)</p>
 <p>OPTION G (WITH CROSSWALK CLOSURE) PERPENDICULAR CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>	 <p>OPTION H (WITH CROSSWALK CLOSURE) PARALLEL CURB RAMP (FOR NARROW SIDEWALKS) (Curb ramp width 4' min.)</p>	 <p>OPTION I (WITH CROSSWALK CLOSURE) COMBINATION CURB RAMP (FOR WIDE SIDEWALKS) (Curb ramp width 4' min.)</p>
<p>GENERAL NOTES FOR ALL DETAILS:</p> <ol style="list-style-type: none"> Curb ramp details are based on United States Access Board Standards. See Std. Dwg. RD700 & RD701 for curbs. See Std. Dwg. RD720 for sidewalks. See Std. Dwg. TMS503 & TMS530 for crosswalk markings, widths, etc. See Std. Dwg. RD755 for curb ramp details. See Std. Dwg. TM490 for crosswalk closure detail. Tooled joints are required at all curb ramp slope break lines. Curb ramp slopes shown are relative to the true level horizon (Zero bubble). Place truncated dome detectable warning surface in the lower 2' adjacent to traffic of throat of curb ramp only. For details not shown, see Std. Dwg. RD759. Check the gutter flow depth to assure that the design flood does not overtop the back of sidewalk. If overtopping occurs place an inlet at upstream side or perform other approved design mitigation. 		
<p>Turning space Min. level area 4' x 4' 4' x 5' when constrained (with longer dimension in direction of pedestrian street crossing). For the purposes of this application, a max. 2.0% finished surface slope (for drainage) is considered level.</p>	<p>Truncated dome detectable warning surface Slope 1.5% max. (Max. 2.0% marked surface slope) (Normal sidewalk cross slope)</p>	<p>Slope 7.5% max. (Max. 8.5% finished surface slope) * 2' See general note 5</p>
<p>Marked or intended crossing location</p>	<p>Sidewalk</p>	<p>Calc. Book No. N/A Baseline Report Date 16-JAN-2018</p>
<p>NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications</p> <p>OREGON STANDARD DRAWINGS</p> <p>CURB RAMP PLACEMENT OPTIONS</p> <p>LARGE RADII</p> <p>The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</p> <p>DATE 31-10-18 REVISED DETAILS, REVISED & ADDED NOTES REVISION DESCRIPTION 2018</p>		

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



Brad Avakian
Commissioner
Bureau of Labor and Industries

Effective: January 1, 2018

EXHIBIT E
State Prevailing Wage Rates

EXHIBIT E
State Prevailing Wage Rates

place
stamp
here



BRAD AVAKIAN
COMMISSIONER

CHRISTIE HAMMOND
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

January 1, 2018

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

A separate publication, entitled "*Determinations of Covered Occupations for Public Works Contracts in Oregon*," provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the bureau's website at www.oregon.gov/boli. In order to contain costs and preserve limited budget resources, BOLI is no longer automatically mailing copies of these publications to contracting agencies, contractors, and other interested parties. Those on the agency's mailing list will receive an email notification whenever the publications are amended in the future. One complimentary hard copy of each PWR publication is available upon request by emailing BOLI at pubemail@boli.state.or.us or calling 971-673-0838. Additional copies are available at cost, plus postage.

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

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

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

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

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

Brad Avakian
Commissioner
Bureau of Labor and Industries

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

800 NE Oregon St., Suite 1045 Portland OR 97232-2180 Telephone (971) 673-0761 TDD (971) 673-4766

EXHIBIT E
State Prevailing Wage Rates

The 2016 edition of the *Prevailing Wage Rate Laws* handbook are now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

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

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

-
- Please send me the 2016 edition of the *Prevailing Wage Rate Laws* handbook.
 - Please add me to the mailing list to receive information about BOLI PWR seminars.
 - Please add me to the e-mailing list to receive information about BOLI PWR seminars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

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

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

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

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

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

EXHIBIT E

State Prevailing Wage Rates

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

ORS 279C.805 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period. Identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or materials, the list must also state whether the contracting agency intends to use the contracting agency's own equipment or materials. The list must also state whether the contracting agency's own equipment or materials exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highway, roads or streets at a depth of two or more inches). The contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including to list detailed public improvement. (ORS 279C.805) and to report the agency's cost analysis.

Item Description	ESTIMATED CONTRACTING AGENCY COSTS				Total Estimated Cost Per Item
	Estimated Quantity	Unit Cost	Cost of Any Contract Agency Must Enter	Quantity Control Telling Reflected Costs	
Labor					
Equipment					
Administration and Overhead					
Tools and Materials					
ESTIMATED CONTRACTING AGENCY COSTS					
					TOTAL OF ALL CONTRACTOR COSTS
					TOTAL OF ALL PUBLIC AGENCY COSTS
					\$

Contracting Agency: _____ Project Name/Number: _____
 Department: _____ Estimated Construction Period: _____



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Completed forms should be mailed to:
 Prevailing Wage Rate Unit
 Bureau of Labor and Industries
 800 N.E. Oregon St.
 Portland, OR 97232-2190

(Name of Agency/Official) _____
 (Signature of Agency Official) _____

WH-119 (Rev. 12/17)

HOW TO LOOK UP A RATE

- 1. When was the project first advertised for bid?**
 For purposes of compliance with Oregon's prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(6) for information about projects using a CMI/GC.)
- 2. What type of work is being performed by the employee?**
 Using the booklet, *Definitions of Covered Occupations* find the definition that most closely matches the actual work being performed by the worker. If you have any questions about work classifications, contact BOLI at the number below.
- 3. Where is the work being performed – what region?**
 Find the occupation in the correct region pages associated with the county where the project construction is taking place.
- 4. Is there a rate listed next to the classification?**
 If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.
- 5. If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages.** It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.
- 6. Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply.** However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may contact BOLI at (971) 673-0839 for the applicable hourly fringe rate.
- 7. If you still don't know CALL BOLI at (971) 673-0839.**

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

BOLI Office Locations		
Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3665 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

EXHIBIT E State Prevailing Wage Rates

Notice of Public Works – Page 2
 Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

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

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

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

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

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, on real property that the Oregon University System or an institution in the Oregon University System owns).
 Date the public agency entered into an agreement for the project: _____

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

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.
 RETURN THIS COMPLETED FORM TO:
 Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
 Telephone: (971) 673-0852 • FAX (971) 673-0769 • pubwage@lab.state.or.us



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**

(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Printed-DB # _____

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

PUBLIC AGENCY INFORMATION

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

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

CONTRACT INFORMATION:

Project Name: _____ Project County: _____
 Contract Name (if part of larger project): _____ Contract #: _____
 Project #: _____ Phone: _____ Fax: _____
 Project Location (Street(s), City): _____ If yes, total project amount: \$ _____ YES NO
 Contract Amount: \$ _____ If under \$50,000, is this contract part of a larger project? YES NO
 Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
 Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____
 OR If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____
 Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

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

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

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

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

**EXHIBIT E
State Prevailing Wage Rates**

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 "PUBLIC WORKS BOND" with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

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

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.065, for the first **FOUR** years of certification,
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

ORS 279C.830(2) requires:

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

Every subcontract that a contractor or subcontractor awards in connection with a public works contract must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

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



CONTRACT FEE SECTION
 PREVAILING WAGE RATE UNIT
 BUREAU OF LABOR AND INDUSTRIES
 800 N.E. OREGON ST., #1045
 PORTLAND, OR 97232-2180
 PHONE: (971) 673-0852
 FAX: (971) 673-0769

For Office Use Only:
 Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS
 (As required by ORS 279C.825 and OAR 839-025-0210)

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

PUBLIC AGENCY: _____ AGENCY #: _____
 AGENCY CONTACT PERSON: _____ PHONE: (____) _____
 MAILING ADDRESS: _____
 PROJECT NAME: _____
 CONTRACT NAME (if part of larger project): _____ PROJECT LOCATION: _____
 PROJECT NUMBER: _____ CONTRACTOR/BUSINESS NAME (DBA): _____
 CONTRACTOR CCB#: _____ DATE AWARDED: _____
 FINAL CONTRACT/PROJECT AMOUNT: _____ FINAL FEE DUE: _____
 (Include all change orders and adjustments to the contract price) (Final Contract amount X .001)
 ORIGINAL CONTRACT AMOUNT: _____ INITIAL FEE PAID: _____
 (Original Contract amount X .001)
 TOTAL ADJUSTMENT: _____ BALANCE DUE*: _____
 or
 REFUND DUE*: _____
 *Final contract fee less initial fee paid

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

WH-40 (Rev. 03/13)
 (Please duplicate this form for future use)



CONTRACT FEE SECTION
 PREVAILING WAGE RATE UNIT
 BUREAU OF LABOR AND INDUSTRIES
 800 N.E. OREGON ST., #1045
 PORTLAND, OR 97232-2180
 PHONE: (971) 673-0852
 FAX: (971) 673-0769

For Office Use Only:
 Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

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

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

PUBLIC AGENCY: _____ AGENCY #: _____
 AGENCY MAILING ADDRESS: _____
 CITY, STATE, ZIP: _____
 AGENCY CONTACT PERSON: _____ PHONE: () _____
 PROJECT MANAGER NAME: _____ PHONE: () _____
 PROJECT NAME: _____
 CONTRACT NAME (if part of larger project): _____
 PROJECT LOCATION: _____
 PROJECT NO: _____ DATE CONTRACT FIRST ADVERTISED: _____
 DATE CONTRACT AWARDED: _____ CONTRACTOR CCB#: _____
 CONTRACTOR BUSINESS NAME (DBA): _____
 CONTRACTOR ADDRESS: _____
 CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ FEE AMOUNT DUE/PAID: \$ _____
 If less than \$50K, is it part of a larger project? yes no Contract amount x .001 = fee due

(Please duplicate this form for future use.)

**PWR REQUIRED POSTINGS
 ALL CONTRACTORS AND SUBCONTRACTORS**

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

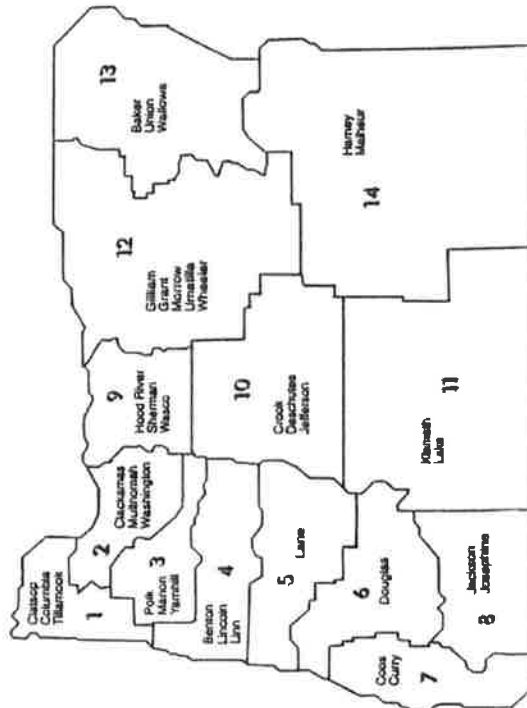
When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting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

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES BY OCCUPATIONS BY REGIONS

PREVAILING WAGE RATE REGIONS



CERTIFIED STATEMENT

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

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

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

(6) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable fringe benefits as listed in the contract, except in wages in Section 4(c) below.

(7) EXCEPTIONS:

EXCEPTION (CRAFT) _____ EXPLANATION _____

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

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

NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.

INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOL

ONE _____ (NAME OF SIGNATORY PARTY) _____ (TITLE)

DO hereby state: (1) That I (my or supervisor) the payment of the persons employed by: _____ (CONTRACTOR, SUBCONTRACTOR OR SURETY) _____ that during the payroll period commencing on the _____ day of _____ (MONTH) _____ (YEAR) and ending the _____ day of _____ (MONTH) _____ (YEAR) all persons employed on said project have been paid the full 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 all 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 permitted deductions as specified in OHS 832.610, and as defined in Regulations, Part 1200, OHS 848 Sit. 848.63 Sit. 108, 72 Sit. 987, 75 Sit. 357, 40 U.S.C. 27961, and _____ (MATERIAL) _____ (EXPLANATION)

(2) That my payroll otherwise under this contract required to be submitted for the above project for contract and complete, that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination issued by the State of Oregon, that the subcontractors set (own) general or each worker contract with work performed.

(3) That every apprentice employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the appropriate agency in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

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

(NAME AND TITLE)

(SIGNATURE AND DATE)

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT. INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOL

REGION # 1
Clatsop, Columbia and Tillamook Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hdd Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

EXHIBIT E
State Prevailing Wage Rates

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid by the public agency (owner) associated with the project for assistance with applicable rates.

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

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

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

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

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

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

CALCULATION CHECK

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

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

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

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

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

REGION #2
Clackamas, Multnomah and Washington Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.



**BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT
INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE
PAYROLL/CERTIFIED STATEMENT FORM (WH-38)**

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

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

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

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

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

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

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

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

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

EXHIBIT E
State Prevailing Wage Rates

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter	\$35.29	\$14.80
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$41.31	\$13.90
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.30	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	\$26.11	\$6.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright, Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

EXHIBIT E
State Prevailing Wage Rates

REGION #2
Clackamas, Multnomah, and Washington Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

PREVAILING WAGE RATE FORMS

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

REGION #3
Marion, Polk and Yamhill Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Stripper	\$26.11	\$6.20
Ironworker	\$31.57	\$19.01
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$33.54	\$18.50
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$6.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipfitter/Steamfitter	\$41.77	\$22.54
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

State Prevailing Wage Rates

EXHIBIT E
State Prevailing Wage Rates

REGION #3
Marion, Polk and Yamhill Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hand Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2018

REGION #4
Benton, Lincoln and Linn Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
49. Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
50. WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
51. Evan Williams 309 S. McLoughlin Blvd. Oregon City, OR 97045	February 29, 2016	February 28, 2019
52. WWJD Traffic Control, Inc. 188 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

BRAD AVAKIAN, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES

EXHIBIT E
State Prevailing Wage Rates

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$41.31	\$13.90
Drywall Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$6.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$6.46
Piledriver	\$35.17	\$15.01
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4
Benton, Lincoln and Linn Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofler	See Appendix	See Appendix
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2018

CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
37. Portland Flaggging, LLC dba A D Traffic Control Services 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
38. Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
39. Bernadine Railroad 424 NE Shaver Street Portland, OR 97212	September 26, 2016	September 25, 2019
40. Colleen Runyon 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
41. Edward Runyon 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
42. Avian Samuel PO Box 169 2245 Crestview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
43. Terrence Samuel PO Box 169 PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	January 21, 2015	January 20, 2018
44. SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021
45. Cassie Seeley 7991 Little Rd. SE Aumsville, OR 97325-9497	July 13, 2017	July 12, 2020
46. Kenya Smith 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015	July 20, 2018
47. Alan Tatom 168 Cleanwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
48. Tri-Star Flaggging, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018

EXHIBIT E
State Prevailing Wage Rates

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2018

REGION #5
Lane County

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

CONTRACTOR NAME	DATE PLACED	REMOVAL DATE	OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
25. Armond Harper 4071 N Mississippi Ave., Apt. A Portland, OR 97227	May 30, 2017	May 29, 2020	Asbestos Worker/Insulator	See Appendix	See Appendix
26. Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023	Boilermaker	See Appendix	See Appendix
27. Peter G. Lupachev aka Peter Lupachev 4536 SE Stark Street Portland, OR 97239	November 2, 2015	November 1, 2018	Bricklayer/Stonemason	See Appendix	See Appendix
28. Mountain View Flagging, Inc. 1122 NE 122 nd Ave Portland, OR 97230	September 26, 2016	September 25, 2019	Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
29. Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed	Carpenter Group 1 & 2	See Appendix	See Appendix
30. Noland Enterprises, Inc. 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019	Cement Mason	See Appendix	See Appendix
31. Debbie Noland 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019	Diver	See Appendix	See Appendix
32. James Noland 601 NW McDonald Road Prineville, OR 97754	June 6, 2016	June 5, 2019	Diver Tender	See Appendix	See Appendix
33. A.J. Olsen-Smith aka Alex James Olsen-Smith PO Box 1058 Williamina, OR 97080	February 11, 2016	February 10, 2019	Dredger	See Appendix	See Appendix
34. Orcanco Commercial Construction, Inc. 4355 SE 10 th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019	Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
35. Peter Construction, Inc. dba Peters Construction, Inc. 4522 SW Water Ave., Suite 110 Portland, OR 97239	November 2, 2015	November 1, 2018	Electrician	See Appendix	See Appendix
36. Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015 August 24, 2018	August 23, 2018 August 23, 2021	Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
			Fence Erector (Non-metal)	\$24.53	\$10.02
			Fence Erector (Metal)	\$20.50	\$5.09
			Flagger (See Laborer Group 3)	See Appendix	See Appendix
			Glazier	See Appendix	See Appendix
			Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
			Highway and Parking Stripper	\$26.11	\$6.20
			Ironworker	See Appendix	See Appendix
			Laborer Group 1	See Appendix	See Appendix
			Laborer Group 2	See Appendix	See Appendix
			Laborer Group 3	See Appendix	See Appendix
			Landscape Laborer/Technician	\$18.14	\$4.68
			Limited Energy Electrician	\$30.03	\$10.49
			Line Constructor	\$44.80	\$14.96
			Marble Setter	\$33.54	\$18.50
			Milwright Group 1 & 2	\$29.32	\$10.68
			Painter	\$22.00	\$8.46
			Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
			Plasterer and Stucco Mason	See Appendix	See Appendix
			Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
			Power Equipment Operator Group 1	See Appendix	See Appendix
			Power Equipment Operator Group 1A	See Appendix	See Appendix
			Power Equipment Operator Group 1B	See Appendix	See Appendix
			Power Equipment Operator Group 2	See Appendix	See Appendix
			Power Equipment Operator Group 3	See Appendix	See Appendix
			Power Equipment Operator Group 4	See Appendix	See Appendix
			Power Equipment Operator Group 5	See Appendix	See Appendix
			Power Equipment Operator Group 6	See Appendix	See Appendix

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2018

CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
12. Angela Camell 6020 NE 33 rd Circle Vancouver, WA 98661	May 2, 2017	May 1, 2020
13. Carpeny Plus, Inc. P O Box 998 Boring, OR 97009-0998	January 5, 2017	January 4, 2020
14. Concrete Works, Inc. 2425 Fischer Rd NE Salem, OR 97305	June 15, 2017	June 14, 2020
15. Kelly Cunningham 4355 SE 120 th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
16. Randall D. David 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
17. Demolition Contractors, Inc. PO Box 4010 19650 SW Telon Ave Tualatin, OR 97062	February 15, 2016	February 15, 2018
18. Amanda Dawn Denton Olsen-Smith PO Box 1058 Williamina, OR 97080	February 11, 2016	February 10, 2019
19. DNB Painting, Inc. 35491 Laura Lane SE Albany, OR 97321	January 15, 2016	January 14, 2019
20. Robert Donily 19650 SW Telon Ave Tualatin, OR 97062	February 15, 2016	February 15, 2018
21. Final Touch NW, Inc. PO Box 169 2245 Cressview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
22. GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2015 July 21, 2018	July 20, 2018 July 20, 2021
23. Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
24. H. & L. Corporation 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018

**LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2018**

To: All Oregon Contracting Agencies

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

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

CONTRACTOR NAME	DATE PLACED	REMOVAL DATE
1. A D Traffic Control Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2015	August 23, 2018
2. AZZ Flagging LLC 731 N Hayden Meadows Dr. #107 Portland, OR 97217	May 2, 2017	May 1, 2020
3. Armiger Acoustical & Drywall, Inc. 11096 N Umpqua Highway Roseburg, OR 97470	June 1, 2017	May 31, 2018
4. Michael Armiger aka Michael Tobbin Armiger 11096 N Umpqua Highway Roseburg, OR 97470	June 1, 2017	May 31, 2018
5. Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
6. Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
7. Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
8. Russ Brotnov 22905 S Stormer Rd Estacada, OR 97023	January 5, 2017	January 4, 2020
9. BSD OR WA, LLC 2951 NW Division St., Ste110 Gresham, OR 97030	February 11, 2016	February 10, 2019
10. Bill Butler 4355 SE 10th Drive Gresham, OR 97080	January 22, 2016	January 21, 2019
11. Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed

EXHIBIT E

State Prevailing Wage Rates

REGION #6
Douglas County

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$33.54	\$18.50
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	\$41.77	\$22.54
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

EXHIBIT E
State Prevailing Wage Rates

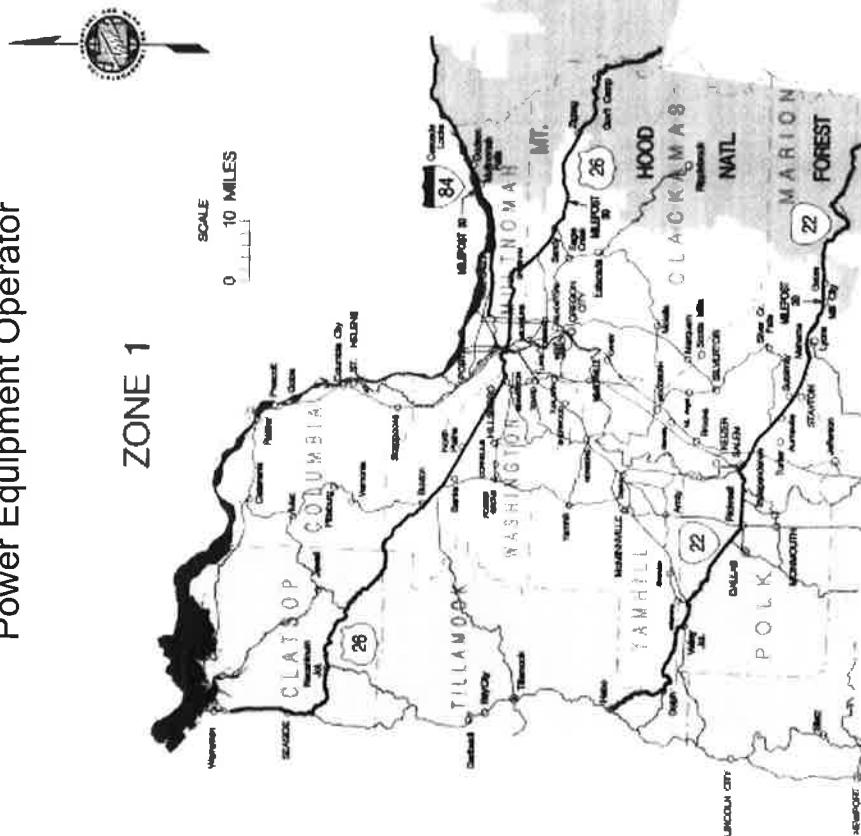
REGION #6
Douglas County

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver - All Groups	\$21.77	\$6.53

Power Equipment Operator

ZONE 1



REGION #7 Coos and Curry Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$35.29	\$14.80
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$41.31	\$13.90
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	\$26.11	\$8.20
Ironworker	\$31.57	\$19.01
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.66
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	\$44.80	\$14.96
Marble Setter	\$33.54	\$18.50
Milwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
Coos and Curry Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver – All Groups	\$21.77	\$6.53

OREGON DETERMINATION 2018-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See SHEET METAL WORKER

Water Distribution Systems

See PLUMBER/PIPEFITTER/STEAMFITTER

TRUCK DRIVER (continued)

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

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

Zone A: Projects within 30 miles of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 60 miles.
Zone E: More than 60 miles.

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

31.39 18.08

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

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

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

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER 23.95 13.18

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

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

2. BRICK AND MARBLE FINISHER 23.95 13.31

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

TRUCK DRIVER

Zone A (Base Rate)

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

EXHIBIT E

State Prevailing

Reference Cities

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

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

OREGON DETERMINATION 2018-01

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

Area 5 32.39 19.30 **Area 2** 32.75 22.07

Reference Counties Area 5

Coos

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

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

Area 6 27.30 17.54 30.89 13.85

Reference Counties Area 6

Jackson Klamath
Josephine Lake

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

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

Area 7 29.96 17.15

Reference Counties Area 7

Deschutes Jefferson

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

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

SOFT FLOOR LAYER 27.61 17.23

SPRINKLER FITTER

Area 1 37.66 22.17

Reference Counties Area 1

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

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

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

Reference Cities

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

EXHIBIT E

State Prevailing Wage Rates

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	\$33.24	\$15.10
Bridge and Highway Carpenter	\$35.29	\$14.80
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$28.29	\$14.05
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Erector (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
Jackson and Josephine Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver - All Groups	\$21.77	\$6.53

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
ROOFER	30.88	17.44	SHEET METAL WORKER	38.77	20.43
Handling coal tar pitch	33.97	17.44			
Remove fiberglass insulation	33.97	17.44			

ROOFER

Area 1	Area 1
Roofers	Roofers
Handling coal tar pitch	Handling coal tar pitch
Remove fiberglass insulation	Remove fiberglass insulation

Area 2
Roofers
Handling coal tar pitch 26.55 15.96
Remove fiberglass insulation 28.05 15.96

Area 3
Roofers
Handling coal tar pitch 26.74 12.23
Remove fiberglass insulation 28.05 15.96

Area 4
Roofers
Handling coal tar pitch 26.74 12.23
Remove fiberglass insulation 28.05 15.96

Area 5
Roofers
Handling coal tar pitch 26.60 12.28
Remove fiberglass insulation 28.05 15.96

Area 6
Roofers
Handling coal tar pitch 26.60 12.28
Remove fiberglass insulation 28.05 15.96

Area 7
Roofers
Handling coal tar pitch 26.60 12.28
Remove fiberglass insulation 28.05 15.96

EXHIBIT E

State Prevailing Wage Rates

Area 1	Area 2	Area 3	Area 4	Area 5	Area 6	Area 7
Roofers	Roofers	Roofers	Roofers	Roofers	Roofers	Roofers
Handling coal tar pitch	Handling coal tar pitch	Handling coal tar pitch	Handling coal tar pitch	Handling coal tar pitch	Handling coal tar pitch	Handling coal tar pitch
Remove fiberglass insulation	Remove fiberglass insulation	Remove fiberglass insulation	Remove fiberglass insulation	Remove fiberglass insulation	Remove fiberglass insulation	Remove fiberglass insulation

OREGON DETERMINATION 2018-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY BASE RATE	HOURLY FRINGE RATE
Zone 1 (Base Rate)				
Group 1	41.65	14.35	Marion	Washington
Group 1A	43.73	14.35	Multnomah	Yamhill
Group 1B	45.82	14.35		
Group 2	39.74	14.35		
Group 3	39.59	14.35		
Group 4	37.51	14.35		
Group 5	36.27	14.35		
Group 6	33.05	14.35		

Zone 1 (Base Rate)

Group 1 41.65 14.35 Marion Washington

Group 1A 43.73 14.35 Multnomah Yamhill

Group 1B 45.82 14.35

Group 2 39.74 14.35

Group 3 39.59 14.35

Group 4 37.51 14.35

Group 5 36.27 14.35

Group 6 33.05 14.35

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

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

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

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

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

Shift Differential

Two-Shift Operations:

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

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

Three-Shift Operations:

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

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

Zone 2	3.00 per hour
Zone 3	6.00 per hour

Reference cities for projects in all remaining counties:

Albany Coos Bay Grants Pass Medford
Bend Eugene Klamath Falls Roseburg

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

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

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

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

REGION #9
Hood River, Sherman and Wasco Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Signer	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 5)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver - All Groups	\$21.77	\$6.53

OREGON DETERMINATION 2018-01			
TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY RATE
PLASTERER AND STUCCO MASON	28.79	18.58	47.37
PLUMBER/PIPEFITTER/STEAMFITTER	29.79	18.58	48.37

PLASTERER AND STUCCO MASON

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

Zone A (Base Rate)

Plasterer	28.79	18.58
Swinging Scaffold	29.79	18.58
Nozzlemaster	30.79	18.58

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

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

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

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

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

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.
Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.
Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

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

Area 2

Reference Counties Area 2	49.24	28.79
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Zone A: Projects located within 30 miles of the respective city hall of the reference cities listed below.

- Zone B: More than 30 miles, but less than 40 miles.
- Zone C: More than 40 miles, but less than 50 miles.
- Zone D: More than 50 miles, but less than 60 miles.
- Zone E: More than 60 miles, but less than 70 miles.
- Zone F: More than 70 miles, but less than 100 miles.
- Zone G: More than 100 miles, but less than 300 miles.
- Zone H: More than 300 miles.

Reference Cities for Plasterer & Stucco Mason

Bend	Medford	Salem
Eugene	Portland	

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1	29.00	14.32
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Reference Counties Area 1

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

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

**EXHIBIT E
State Prevailing Wage Rates**

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

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

Zone mileage based on road miles:

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

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

Area 3	42.83	27.02
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Reference Counties Area 3

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

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY BASE RATE	HOURLY FRINGE RATE
OREGON DETERMINATION 2018-01				
LIMITED ENERGY ELECTRICIAN (continued)		PAINTER & DRYWALL TAPER (continued)		

Area 6	25.90	13.03		
Reference Counties: Area 6				
Douglas (e) Harney	Jackson Josephine	Klamath Lake		

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

LINE CONSTRUCTOR				
Area 1	Zone A (Base Rate)			
Group 1	56.81	17.52	36.98	14.44
Group 2	50.72	17.28		
Group 3	28.67	11.49		
Group 4	43.62	13.80		
Group 5	38.04	13.02		
Group 6	32.97	12.82		
Group 7	17.14	9.06		

Reference Counties Area 1
All counties except Malheur County

Area 2
Astoria Burns Medford The Dalles
Bend Longview Pendleton
Local #10 Local #24
11105 NE Sandy Blvd. 2659 Commercial St. SE
Portland, OR 97220 Salem, OR 97302

MARBLE SETTER				
Local #1277	50.18	15.62		
541 Williamette, Suite 105	45.44	15.17		
Eugene, OR 97402	37.79	14.34		
Reference County Area 2				
Malheur County	26.83	12.04		

Zone A: Projects located within 30 miles of the respective city hall of the reference cities and dispatch points listed.
Zone B: More than 30 miles, but less than 40 miles.
Zone C: More than 40 miles, but less than 50 miles.
Zone D: More than 50 miles, but less than 60 miles.
Zone E: More than 60 miles, but less than 70 miles.
Zone F: More than 70 miles, but less than 100 miles.
Zone G: More than 100 miles.

PAINTER & DRYWALL TAPER				
COMMERCIAL PAINTING	37.03	19.59	23.02	11.16
INDUSTRIAL PAINTING	28.27	11.16	24.22	11.16
BRIDGE PAINTING	28.27	11.16		

EXHIBIT E

State Prevailing Wage Rates

REGION #10
Crook, Deschutes and Jefferson Counties
Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	\$28.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	\$33.54	\$18.50
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$22.00	\$8.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10

Crook, Deschutes and Jefferson Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver - All Groups	\$21.77	\$6.53

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY RATE
LABORER	28.86	13.82	42.68
Group 1	29.94	13.82	43.76
Group 2	25.00	13.82	38.82
Group 3			

LABORER

LIMITED ENERGY ELECTRICIAN

Area 1	20.00	8.85
Reference Counties Area 1		
Malheur		

Zone A (Base Rate)	28.86	13.82
Group 1	29.94	13.82
Group 2	25.00	13.82
Group 3		

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

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

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

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

- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles but less than 100 miles.
- Zone F: More than 100 miles.

Reference Cities for Laborer

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

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

EXHIBIT E
State Prevailing Wage Rates

Area 2	31.50	18.35
Reference Counties Area 2		
Baker Gilliam		
Grant Morrow		
Umatilla Union		
Wallowa Wheeler		

Area 3	28.65	15.36
Reference Counties Area 3		
Coos Curry		
Douglas (a) Lane (a)		
Lincoln		

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

Area 4	30.13	14.40
Reference Counties Area 4		
Benton Crook		
Jefferson Lane (b) Linn		
Marion Polk Yamhill (c)		

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

(c) South half

Area 5	32.78	18.98
Reference Counties Area 5		
Clackamas Hood River		
Clatsop Tillamook		
Columbia Multnomah		
Sherman Washington		
Yamhill (d)		

(d) North half

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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OREGON DETERMINATION 2018-01

ELECTRICIAN (continued)

1 st Shift "day"	Shift Differential Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work	HAZARDOUS MATERIALS HANDLER	23.78	12.18
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked	HIGHWAY/PARKING STRIPER	34.87	11.46
3 rd Shift "Graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.	Shift Differential (Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am)		

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

IRONWORKER

Zone 1: (Base Rate): **36.21 24.66**
 Zone Differential for Ironworker
 (Add to Basic Hourly Rate)

Zone 2 4.38/hr. or \$35.00 maximum per day
 Zone 3 7.50/hr. or \$60.00 maximum per day
 Zone 4 10.00/hr. or \$80.00 maximum per day

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

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

Reference Cities and Dispatch Center

Medford Portland
 The Local Union Office
 2505 Dupont St., Suite C
 Richland, WA 99352

Reference Counties: Area 1
 Umatilla Union Wallowa

Reference Counties: Area 2
 All remaining Counties

GLAZIER
 (Add \$1.00 to base rate if safety belt is required by State safety regulations)
 (Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair)

37.17	20.45
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EXHIBIT E

**REGION #11
 Klamath and Lake Counties**

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	\$33.24	\$15.10
Bridge and Highway Carpenter	\$35.29	\$14.80
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	\$28.29	\$14.05
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall Lather, Acoustical Carpenter & Ceiling Installer	\$32.66	\$14.76
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$6.20
Ironworker	\$31.57	\$19.01
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$22.00	\$8.46
Piledriver	\$35.17	\$15.01
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipelitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

State Prevailing Wage Rates

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver – All Groups	\$21.77	\$6.53

OREGON DETERMINATION 2018-01

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

Area 4

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

Reference Counties Area 4

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

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

(c) South half

ELECTRICIAN (continued)

Shift Differential

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

Zones Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	32.69	16.52
Lighting Maintenance and Material Handlers	16.97	9.76

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

EXHIBIT E
State Prevailing Wage Rates

Shift Differential

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

Area 5

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

Reference Counties Area 5

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

(d) North Half

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

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer	HOURLY BASE RATE	HOURLY FRINGE RATE
Albany	Medford	Roseburg
Astoria	Newport	Salem
Baker	Grants Pass	North Bend
Bandon	Hermiston	Pendleton
Bend	Klamath Falls	Portland
Brookings	Kelso-Longview	Reedsport
		Vancouver

ELECTRICIAN

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
Area 1		
Electrician	29.46	13.72
Cable Splicer	32.19	13.70
	Reference Counties: Area 1	
Area 2		
Electrician	40.90	20.06
Cable Splicer	42.95	20.12
	Reference Counties: Area 2	

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

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

1st Shift "day"
Between the hours of 8:00am and 4:30pm
8 hours pay for 8 hours work

2nd Shift "swing"
Between the hours of 4:30pm and 1:00am
17% for all hours worked
8 hours pay for 8 hours work plus 17% for all hours worked

3rd Shift "Graveyard"
Between the hours of 12:30am and 9:00am
8 hours pay for 8 hours work plus 31% for all hours worked

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

50 - 75 feet to the ground Add 1 1/2 x the base rate
75+ feet to the ground Add 2 x the base rate

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

1. Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.

2. From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$29.71	\$12.68
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Stripper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipfitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	\$22.33	\$13.21
Truck Driver – All Groups	\$21.77	\$6.53

OREGON DETERMINATION 2018-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

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

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

Basic Hourly Rate	Hourly Depth Pay	Hourly Enclosure Pay	Diver Hourly Rate
45.96	4.31	14.35	64.62
42.80	4.31	14.35	61.46
40.14	4.31	14.35	58.80
37.44	4.31	14.35	56.14

Diver Depth Pay:

Depth of Dive

Depth of Dive	Hourly Depth Pay
50-100 ft.	\$1.00 per foot over 50 feet
101-150 ft.	\$1.50 per foot over 100 feet
151-200 ft.	\$2.00 per foot over 150 feet

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

Diver Enclosure Pay (working without vertical escape):

Distance Traveled In the Enclosure	Hourly Enclosure Pay
5-50ft.	\$0.50/hr. up to \$4.00 maximum per day
50-100ft.	\$1.73/hr. up to \$9.00 maximum per day
100-150ft.	\$2.13/hr. up to \$17.00 maximum per day
150-200ft.	\$4.63/hr. up to \$37.00 maximum per day
200-300ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$0.40 per foot traveled in enclosure.
300-450ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$0.80 per foot traveled in enclosure.
450-600ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$1.60 per foot traveled in enclosure.

EXHIBIT E
State Prevailing Wage Rates

DREDGER

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
Leverman (Hydraulic & Clamshell)	45.96	14.35
Assistant Engineer (Watch Engineer, Mechanic, Machinist)	42.80	14.35
Tenderman (Boatman Attending Dredge Plant)	41.31	14.35
Fill Equipment Operator	40.14	14.35
Assistant Mate	37.44	14.35

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

Zone	Hourly Rate
Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER 36.92 15.96
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER 36.92 15.96

Zone Differential for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

(Add to Zone 1 Base Rate)

Zone mileage based on road miles:

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

OREGON DETERMINATION 2018-01

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

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

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

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

CARPENTER (continued)

(This trade is tended by "Concrete Laborer")

Group	Hourly Base Rate	Hourly Fringe Rate
Group 1	31.50	19.62
Group 2	32.19	19.62
Group 3	32.19	19.62
Group 4	32.87	19.62

CEMENT MASON

Zone A (Base Rate)

Zone	Hourly Base Rate	Hourly Fringe Rate
Zone A	3.00	per hour
Zone B	5.00	per hour
Zone C	10.00	per hour

DIVER & DIVER TENDER

Zone 1 (Base Rate)

Zone	Hourly Base Rate	Hourly Fringe Rate
Zone 1	86.89	16.25
Zone 2	42.89	16.25

DIVER & DIVER TENDER

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

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

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

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

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

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

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

DIVER & DIVER TENDER

Reference Cities for Diver/Diver Tender

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

CEMENT MASON

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

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

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

CEMENT MASON

Reference Cities for Zones A-C (Cement Mason)

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

CARPENTER (continued)

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

CARPENTER (continued)

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

CARPENTER (continued)

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

CARPENTER (continued)

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

CARPENTER (continued)

(This trade is tended by "Concrete Laborer")

REGION #13

Baker, Union and Wallowa Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	\$28.29	\$14.05
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$32.66	\$14.76
Drywall Taper	\$29.71	\$12.68
Electrician	\$38.90	\$16.52
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	\$20.16	\$6.43
Highway and Parking Stripper	\$26.11	\$6.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	\$44.80	\$14.96
Marble Setter	See Appendix	See Appendix
Milwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$22.00	\$6.46
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	\$37.67	\$13.83
Power Equipment Operator Group 1A	\$42.04	\$14.23
Power Equipment Operator Group 1B	\$46.11	\$13.78
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$30.88	\$11.40
Power Equipment Operator Group 5	\$30.27	\$10.17
Power Equipment Operator Group 6	\$27.70	\$11.98

REGION #13
Baker, Union and Wallowa Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	\$33.70	\$12.93
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY TRADE RATE	HOURLY BASE RATE	HOURLY FRINGE RATE	HOURLY TRADE RATE
OREGON DETERMINATION 2018-01						
CARPENTER (continued)						

ASBESTOS WORKER/INSULATOR

Firespot Containment	47.17	21.37
BOILERMAKER	30.02	15.20
BRICKLAYER/STONEMASON	38.69	28.75
	36.03	19.59

(This trade is tended by "Tenders to Mason Trades")
(Add \$1.00 per hour to Fringe for Refractory repair work)

CARPENTER

Zone A (Base Rate)

Group 1	36.63	16.25
Group 2	36.78	16.25
Group 3	37.16	16.25
Group 4	37.34	16.25
Group 5	37.16	16.25
Group 6	37.70	16.25

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

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

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 60 miles.
Zone E: More than 60 miles but less than 70 miles.
Zone F: More than 70 miles but less than 100 miles.
Zone G: More than 100 miles.

**EXHIBIT E
State Prevailing Wage Rates**

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

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5 (Bridge & Highway Carpenter)

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

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

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

State Prevailing Wage Rates

REGION #14
Hamey and Malheur Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	\$33.24	\$15.10
Bridge and Highway Carpenter	\$35.29	\$14.80
Carpenter Group 1 & 2	\$30.90	\$12.35
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$32.66	\$14.76
Drywall Taper	\$29.71	\$12.66
Electrician	\$38.90	\$16.52
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Erector (Non-metal)	\$24.53	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$33.43	\$16.00
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Stripper	\$26.11	\$8.20
Ironworker	\$31.57	\$19.01
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.99	\$11.08
Laborer Group 3	\$21.74	\$12.34
Landscape Laborer/Technician	\$18.14	\$4.68
Limited Energy Electrician	\$30.03	\$10.49
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.66
Painter	\$22.00	\$8.46
Piledriver	\$35.17	\$15.01
Plasterer and Stucco Mason	\$23.81	\$18.19
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	\$37.67	\$13.83
Power Equipment Operator Group 1A	\$42.04	\$14.23
Power Equipment Operator Group 1B	\$46.11	\$13.78
Power Equipment Operator Group 2	\$33.07	\$12.72
Power Equipment Operator Group 3	\$31.79	\$11.18
Power Equipment Operator Group 4	\$30.88	\$11.40
Power Equipment Operator Group 5	\$30.27	\$10.17
Power Equipment Operator Group 6	\$27.70	\$11.99

JANUARY 1, 2018 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section. Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential which is added to the hourly base rate.

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

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Stripper	43
Ironworker	43
Laborer	44
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	38
Painter	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	46
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	47
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

EXHIBIT E
State Prevailing Wage Rates

REGION #14
Harney and Malheur Counties

Using the booklet, *Definitions of Covered Occupations*, find the definition that most closely matches the actual work being performed by the worker.

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.87	\$11.11
Sheet Metal Worker	\$32.82	\$13.17
Soft Floor Layer	\$25.02	\$11.16
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.59	\$11.17
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$34.14	\$13.04
Tiesetter/Terrazzo Worker: Hard Tiesetter	\$28.23	\$17.10
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$21.77	\$6.53

APPENDIX

JANUARY 1, 2018

Collectively Bargained Rates

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

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EXHIBIT 2

ENVIRONMENTAL AND NATURAL RESOURCES LAWS; REMEDIES

1. NMFS, DEQ, DSL SHPO, USACE, etc., have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Under the provisions of ORS 279C.525, if the successful bidder awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the public improvement contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, COUNTY may:

- a. Terminate the contract;
 - b. Complete the work itself;
 - c. Use nonagency forces already under contract with COUNTY;
 - d. Require that the underlying property owner be responsible for cleanup;
 - e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS Chapter 279C; or
 - f. Issue CONTRACTOR a change order setting forth the additional work that must be undertaken.
2. In addition to the obligation imposed under subsection (1) of this section to refer to federal, state and local agencies with ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources, a solicitation document must also make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under subsection (1) of this section.
 3. If the successful bidder encounters a condition not referred to in the bid documents and not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection and the condition requires compliance with the ordinances, rules or regulations referred to under subsection (1) of this section, the successful bidder shall immediately give notice of the condition to COUNTY.
 4. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from COUNTY.

5. Upon request by COUNTY, the successful bidder shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to COUNTY for resolution.
6. Within a reasonable period of time following delivery of an estimate under subsection (5) of this section, COUNTY may:
 - a. Terminate the contract;
 - b. Complete the work itself;
 - c. Use nonagency forces already under contract with COUNTY;
 - d. Require that the underlying property owner be responsible for cleanup;
 - e. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of ORS chapter 279C; or
 - f. Issue the successful bidder a change order setting forth the additional work that must be undertaken.
7. If COUNTY chooses to terminate the contract under subsection (1)(a) or (6)(a) of this section, the successful bidder shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. COUNTY shall have access to the CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.
8. If COUNTY causes work to be done by another contractor under subsection (1)(c) or (e) of this section or under subsection (6)(c) or (e) of this section, CONTRACTOR shall not be held liable for actions or omissions of the other contractor.
9. The change order under subsection (1)(f) of this section or under subsection (6)(f) of this section shall include the appropriate extension of contract time and compensate CONTRACTOR for all additional costs, including overhead and profit, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules, or regulations. COUNTY shall have access to CONTRACTOR'S bid documents when making COUNTY'S determination of the additional compensation due to CONTRACTOR.
10. Notwithstanding subsections (1) to (9) of this section, COUNTY may allocate all or a portion of the known environmental and natural resource risks to a contractor by listing such environmental and natural resource risks with specificity in the solicitation documents.