



BURNS CITY COUNCIL MEETING

Wednesday, April 8, 2026, at 6:00 p.m.

**Burns City Hall
242 S. Broadway
Burns, Oregon 97720**

Mayor Brad Erbe
Council President Jennifer Hoke
Councilor Susan Lowe Councilor Chase Patterson
Councilor Andrew Roy Councilor Tod Gahley

COUNCILORS AND CITIZENS ARE WELCOME AND ENCOURAGED TO JOIN THE REGULAR COUNCIL VIA ZOOM.

Members of the public and media wishing to address the council during any public comment period will be able to join the webinar as an “attendee.” Attendees will be able to view the Webinar on a desktop, laptop or mobile device such as a smartphone or iPad by using the following link: <https://us02web.zoom.us/j/9020143459> Meeting ID: 902 014 3459

- I. Call to Order
- II. Pledge of Allegiance
- III. Establish Quorum (*Roll Call*)
- IV. Public Comments

Members of the public desiring to address the Mayor and Council shall first be recognized by the Presiding Officer and then state their name and address for the record. Unless otherwise designated by the presiding officer, each person shall have up to three minutes to present their comments. City Councilors normally should not directly respond to a public comment during the public comment period. Councilor comments should be held until the Councilor comment period.

- V. Agenda Approval and Added Agenda Items (*Discussion/Action*)

Any matters added to the agenda at this time will be discussed during the “New Business” portion of this Agenda or such other time selected by the council.

- VI. Consent Agenda (*Discussion/Action*)

Information concerning matters listed on the Consent Agenda has been distributed to each member of the council for reading and studying, is routine, and will be enacted or approved by one motion of the council without separate discussion. If a separate discussion is desired concerning a



particular matter listed in the Consent Agenda, that matter may be removed from the Consent Agenda and placed on the regular agenda at the request of any council member.

Regular City Council Meeting March 25, 2026

VII. New Business –

1. Harney County Chamber update and Event Permit for Harney Nights – Jessica Hedges
2. Event Permit for City of Burns – Police Chief Robby Tiller
3. Construction Services Contract with Steele Earthworks, LLC for Water System Improvement Project
4. Construction Services Contract with Hueckman Contracting, LLC for Kearney Avenue Project

VIII. Old Business

1. Open Council Set Letters of Interest

IX. Resolution/Ordinances (Discussion/Action)

1. **Resolution No. 26-821** -A Resolution of the City of Burns, Oregon, accepting certain identified and unanticipated revenues from City Country Insurance Services, in the amount of \$2000.00.

X. City Manager Report (*Discussion/Action*)

XI. Committee Reports (*Discussion*)

1. Cemetery Committee – Councilor Lowe
2. Safety Committee – Councilor Gahley
3. Airport Committee – Councilor Hoke
4. R3 – Councilor Gahley
5. URA – Mayor Erbe
6. Waterways Committee – Councilor Hoke

XII. Councilor Comments (*Discussion/Action*)

XIII. Adjourn

The Burns City Council meetings are available via Zoom and in accordance with ORS 192.610 to 192.690, these meetings conform to guidelines set forth in public meeting law. In accordance with the Americans with Disabilities Act, this meeting location is accessible to persons with disabilities. This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Recorder Tiffany Leffler (541) 573-5255 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance. If a request is made, the city will make a reasonable attempt to honor the request.

Updated Agenda Posted: April 2, 2026, at Burns City Hall, Burns Post Office, Harney County Courthouse, City of Burns Website, and City of Burns Facebook Page.

**BURNS CITY COUNCIL
March 25, 2026**

The Burns City Council met in regular session on March 25, 2026, at 6:00 p.m. Members present were as follows:

Mayor: Brad Erbe
Councilor President: Jen Hoke
Councilors: Susan Lowe
Chase Patterson
Andrew Roy
Tod Gahley

Also, in attendance were City Manager Brenda Engebretson, Public Works Director Ty Richardson, Fire Chief Scott Williamson, Police Chief Robby Tiller, and City Clerk Tiffany Leffler.

SUMMARY

The Burns City Council meeting on March 25, 2026, focused on public concerns about neglected properties and blight in the community. Juanita Gaines, located at 709 Valley View Drive, raised issues about trash accumulation at multiple properties, including Kearney, Hines Boulevard and 590 West C Street, which she described as health hazards. Fire Chief Scott Williamson reported that the department had responded to 57 calls so far this year, including 6 fires and 4 brush fires totaling 25 acres, emphasizing the highly flammable conditions due to dry field grass. The council approved a liquor license for Jennifer Hodge, the new owner of Central Pastime, and discussed the R3 Committee's progress on the Miller Springs subdivision development, which includes plans for 11 homes by June and 12 additional units in 2027. The meeting also covered updates on the snow removal equipment building grant, budget committee calendar for fiscal year 2026-2027, and ongoing efforts to address code enforcement and property maintenance issues.

AGENDA APPROVAL AND ADDED ITEMS

Mayor Erbe removed the event permit portion of #1 under new business and informed everyone that it would just be a liquor license request for the new owner of the Central Pastime. He also made a correction to it mentioning him as the URA chair. He clarified that he was not the URA chair.

Councilor Gahley made a motion to approve the agenda with changes. Councilor Hoke seconded the motion. All Ayes. (6/0)

CONSENT AGENDA

Regular City Council Meeting Minutes - March 11, 2026 –

Councilor Patterson made a motion to approve the consent agenda. Councilor Hoke seconded the motion. All Ayes. (6/0)

DEPARTMENT HEAD REPORT

Fire Chief Scott Williamson reported that the Burns Fire Department has responded to 57 calls so far this year, including 4 brush fires covering 25 acres, highlighting the dry conditions. The department plans field reductions in April and is working on hazardous vegetation removal with the police department. Training updates included rope rescue and vehicle extrication courses, with upcoming sessions on

flammable liquids and hazmat operations. The fire department also completed annual recertification of self-contained breathing apparatus and will start working on grants.

NEW BUSINESS

- 1. Liquor License request for the new owner of the Central Pastime – Jennifer Hatch –** Jennifer Hatch discussed her recent purchase of Central Pastime restaurant and the ongoing paperwork to finalize the transaction. She explained that while the business remains open, she is waiting for OLCC approval of her liquor license and noted that sales have been inconsistent. The council approved Jennifer's liquor license application unanimously, with the understanding that city approval was needed before submitting to OLCC.

Councilor Patterson made a motion to approve Jennifer Hatch's request for a liquor license. Councilor Roy seconded the motion. All Ayes. (6/o)

- 2. Budget Committee Calander for Fiscal Year 2026-2027 –** The meeting focused on discussing a budget calendar and committee composition. Brenda explained that the ideal committee would have 7 members, though the small-town size makes achieving this challenging. She described the budget review process as a 2–3-month commitment involving several meetings from April to June, during which community members help review and cross-check city finances. The fiscal year runs from July 1st to June 30th, with budget analysis beginning in April.

- 3. Ardurra Task Order for Construction of Snow Removal Equipment Building -**

Councilor Gahley made a motion to approve the mayor to sign the Ardurra task order for construction. Councilor Hoke seconded the motion. All Ayes. (6/o)

OLD BUSINESS

There was no old business.

RESOLUTIONS/ORDINANCES

There were no Ordinances or Resolutions

ADDITIONAL INFORMATION

The meeting focused on community blight issues and property maintenance, particularly as the dry season approaches. City officials discussed their efforts to remove appliances and vehicles from properties for training purposes, with approximately 10 cars removed from the city and 4 from tribes. Councilor Gailey mentioned moving ordinance modifications to a safety committee to address blight more effectively.

The meeting covered updates from the R3 Committee and Safety Committee. The R3 Committee received a positive audit report and secured a \$3 million lottery bond, bringing their total committed funds to \$8 million for 536 units across 24 state projects, including the Miller Springs subdivision. The committee discussed plans for 11 homes to be completed by the end of the year and 12 additional units planned for 2027, with funding structured at 40% public and private funding and 60% through loans, requiring \$500,000 in private equity. The discussion included details about condominium plating requirements and how a homeowner's association will manage common areas and maintenance.

NEXT STEPS

1. City Manager Brenda Engebretson: Continue moving documents to Dropbox for the auditors and update council on progress.
2. City Manager Brenda Engebretson: Finalize and present the water project contract for council approval at the next meeting.
3. Fire Chief Scott Williamson: Start field reductions and target properties with hazardous vegetation in April, coordinating with Police Department for enforcement.
4. Fire Chief Scott Williamson: Proceed with going out for bids in April for the snow removal equipment building, after meeting with the engineer and reviewing final plans.
5. City Manager Brenda Engebretson, Fire Chief Scott Williamson and BLM on the land lease for the airport and continue coordination with the FAA and engineering regarding future airport projects.
6. City Manager Brenda Engebretson: Get the word out to the community to recruit members for the Budget Committee for FY 2026-2027.
7. Police Chief Robby Tiller: Continue review and update of city ordinances related to code enforcement, including parking, and present updates to council/safety committee as completed.
8. City Manager Brenda Engebretson and Police Chief Robby Tiller: Negotiate code enforcement responsibilities into the upcoming police union contract in April.

ADJOURN

Mayor Erbe adjourned the meeting at 6:49 p.m.

Tiffany Leffler, City Clerk

Brad Erbe, Mayor

**CONSTRUCTION SERVICES CONTRACT
WATER SYSTEM IMPROVEMENT PROJECT**

This Construction Services Contract – Water System Improvement Project (this “Contract”) is made and entered into effective on April 10, 2026 (the “Effective Date”) between City of Burns (“City”), an Oregon municipal corporation, whose address is 242 South Broadway, Burns, Oregon 97720, and Steele Earthworks, LLC (“Contractor”), an Oregon limited liability company, whose address is 250 NW Franklin Avenue, Suite 401, Bend, Oregon 97703.

RECITAL:

City desires to hire Contractor to perform the Work concerning City’s Water System Improvement Project (the “Project”), including, without limitation, installation of 43,670 linear feet of water mainline, replacement of 384 water meters and services, installation of 79 hydrants, and additional incidental Work as called for by the Plans and Specifications, as more particularly described in the Contract Documents. Contractor’s Oregon Construction Contractors Board License No. is 247885. Contractor will perform the Work concerning the Project subject to and in accordance with the terms and conditions contained in this Contract.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Contract Documents. The following documents (the “Contract Documents”) form this Contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein:

- a. This Contract;
- b. The Required Federal Contract Provisions;
- c. Invitation to Bid;
- d. Contractor’s bid submittal package for the Project (the “Contractor’s Bid”);
- e. City of Burns General Conditions;
- f. Supplementary conditions and other conditions, if any;
- g. Special Provisions;
- h. Plans;
- i. Specifications;
- j. Payment and Performance Bonds;
- k. Approved submittals; and
- l. Addenda issued prior to, and all modifications and Contract Change Orders issued after execution of this Contract.

Conflicts or discrepancies among the Contract Documents will be resolved in the following order of priority: (1) Contract Change Orders (defined below), amendments, and addenda to this Contract, with those of a later date taking precedence over those of earlier date; (2) the City of Burns General Conditions attached hereto as Exhibit A (the “General Conditions”); (3) this Contract; (4) the Special Provisions attached hereto as Exhibit B; and (5) the Plans attached hereto as Exhibit C and Specifications attached hereto as Exhibit D, with the Plans governing Specifications for quantity and location and the Specifications governing Plans for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the higher quality will govern; provided that where the Contract

Documents provide for different or conflicting standards or requirements as to any portion of the Work, Contractor will be obligated to provide the higher quality, greater quantity, or comply with the more stringent requirements. Submittals are not Contract Documents unless and until they are formalized as a Contract Change Order.

2. Defined Terms; the Work.

2.1 Capitalized terms used, but not defined, in this Contract have the meanings given to such terms in the General Conditions.

2.2 Contractor, in consideration of the Contract Price (defined below) and the mutual covenants and conditions of this Contract, agrees to complete the Work in conformity with this Contract. Contractor will perform all of the Work in strict accordance with and as required by this Contract and in accordance with any instructions issued by City.

3. The Contract Price. City will pay Contractor for the performance of the Work with total amounts determined by the total number of each of the units of Work actually completed as stated in the Schedule of Prices attached hereto as Exhibit E and the unit prices stated therein. Based upon the estimated quantities and the stated unit prices, the total amount that City will pay to Contractor for the performance of the Work is \$7,231,470.00 (the "Contract Price"). The Contract Price will not be exceeded without City's prior written consent, which consent may be withheld in City's sole discretion. Monthly progress payments and final payment will be made in accordance with the General Conditions. The Contract Price includes, without limitation, all preconstruction services provided by Contractor. City will make payments to Contractor in accordance with the General Conditions.

4. Time of Commencement and Completion. Timely and proper completion of the Work is of the essence to this Contract. Immediately upon City's delivery of written notice to Contractor to proceed with the Work (the "Notice to Proceed"), Contractor will perform the Work diligently, continuously, and in accordance with the Schedule (defined below). The Work will be Substantially Completed (defined below) not later than October 30, 2026 (the "Completion Date"). Within ten (10) days after receipt of the Notice to Proceed, Contractor will submit to City a schedule of the Work (the "Schedule") as required in the General Conditions, Article 24. As used in this Contract, the term "Substantially Completed" or "Substantial Completion" means that stage of the Work when City determines, in City's sole discretion, that the Work (or designated portion of the Work) is sufficiently complete in accordance with the Contract Documents so that City may use the Project for its intended purpose.

5. Liquidated Damages. City and Contractor recognize that City will suffer financial loss if the Work is not Substantially Completed by Contractor on or before the Completion Date, the harm caused by such delay will be impossible or very difficult to accurately determine. Contractor agrees to pay City, as liquidated damages for the delay, the higher of either (a) \$500.00 per calendar day, or (b) liquidated damages pursuant to the formula provided in Section 00180.85(b)(1) of the 2024 Oregon Standard Specifications for Construction published by the Oregon Department of Transportation, not as a penalty, but as a reasonable forecast of just compensation for loss and expenses for each and every calendar day or fraction thereof elapsing between the Completion Date and the date the Work is Substantially Completed by Contractor.

6. Requirements.

6.1 Prompt Payment. Contractor will make prompt payment as due to all persons supplying labor and/or materials to Contractor for the Work provided under this Contract. Contractor will not

permit any lien or claim to be filed or prosecuted against City on account of any labor and/or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or materials furnished to Contractor or a Subcontractor in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor and/or materials and charge the amount of the payment against funds due or to become due to Contractor under this Contract.

6.2 Confidential Information. During the term of this Contract, and at all times thereafter, Contractor will maintain all Confidential Information (defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Work to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies City's city manager of the order and complies with any applicable protective order or similar order. Contractor will promptly notify City's city manager of any unauthorized use, communication, and/or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Contract, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed and/or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Contract. Notwithstanding anything contained in this Contract to the contrary, the terms of this Contract do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Contract, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and/or litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or accessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

6.3 Records. In addition to Contractor's record maintenance obligations required under applicable Law, Contractor will maintain complete and accurate records relating to the Work and this Contract including, without limitation, financial records. Contractor's financial records will be maintained in accordance with sound accounting practices. All records will be maintained by Contractor for a period of four (4) years after City makes final payment and all other pending matters between City and Contractor are closed. If an audit, litigation, or other action involving this Contract is commenced before the end of the three-year period, the records will be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the three-year period, whichever is later. City and its authorized representatives will have direct access to all of Contractor's books, documents, papers, and records (including electronic records) which pertain to this Contract and the Work for the purpose of conducting inspections, audits, examinations, and/or making copies, excerpts, and/or transcripts.

6.4 Compliance with Laws. Contractor will perform the Work in compliance with the Laws (defined below). Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Work, including, without limitation, a business license from City and, if applicable, an unexpired certificate issued by the Oregon Department of

Administrative Services under ORS 279A.167. For purposes of this Contract, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning Contractor, this Contract, the Project, the Project Site, the Work, and/or any federal, state, and/or local Project funding requirements, including, without limitation, the Tax Laws (defined below), Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.875), the Davis-Bacon Act, any Environmental Law (defined below), building and safety codes, zoning ordinances, ORS Chapters 279A, 279B, and 279C, and related administrative rules, and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, any rules or regulations promulgated by the Environmental Protection Agency ("EPA") or any other applicable federal authority, including, without limitation, the Required Federal Contract Provisions attached hereto as Exhibit F, the Certification Regarding Lobbying attached hereto as Exhibit G, the Federal Fair Labor Standards Act, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated. The term, "Environmental Law(s)" means any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment.

6.5 Compliance with Tax Laws. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS Chapters 316, 317, and 318 (individually and collectively, the "Tax Law(s)"). Contractor will comply with the Tax Laws. By executing this Contract, Contractor certifies, under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Tax Law.

7. Relationship and Roles Parties.

7.1 Duties. Contractor will furnish and perform, or arrange for and direct, all Work necessary for completion of the Project in accordance with this Contract. Contractor will: (a) furnish all labor, materials, equipment, tools, supplies, and/or services necessary or appropriate to complete the Work; (b) execute and complete the Work to meet the highest standards for public water system construction; (c) obtain and pay for all licenses, inspections, and permits required by any private or public authority in connection with the Work; (d) properly manage and dispose of all waste, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable Laws; and (e) be responsible to City for the acts and omissions of Contractor, each Contractor Representative (defined below), and any other persons performing any Work with or for Contractor. Contractor will maintain proper licensure with the Oregon Construction Contractors Board and maintain the insurance and bonds as required by this Contract, and in accordance with the General Conditions. As used in this Contract, the term "Contractor Representative(s)" means, individually and collectively, each present and future Contractor officer, director, employee, representative, contractor, subcontractor, or agent.

7.2 Authority; Binding Obligation; Conflicts. Contractor has full power and authority to sign and deliver this Contract and to perform all Contractor's obligations under this Contract. Contractor represents and warrants that (a) Contractor has entered into this Contract on the basis of its own investigation, examination, and personal knowledge of this Contract, the Project, the Project Site, and Project conditions, and (b) Contractor has not relied on any representations or warranties other than those expressly provided in this Contract. This Contract is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Contract by Contractor and the performance of Contractor's obligations under this Contract will not (x) breach any agreement to which Contractor is a party or give any person the right to accelerate any obligation of Contractor, (y) violate any law, judgment, or order to which Contractor is subject, and/or (z) require the consent, authorization, or approval of any person, including, without limitation, any

governmental body. Contractor represents and warrants that the person signing this Contract is duly authorized and has the legal capacity to execute and deliver this Contract.

8. Independent Contractor. Contractor is an independent contractor of City. Contractor is not an officer, employee, or agent of City, as those terms are used in ORS 30.265. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of City to specify the desired results. Contractor has the authority to employ other persons to assist Contractor in performing the Work (and has the authority to discharge such persons). City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is licensed under ORS Chapter 701. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, vacation leave, holiday leave, sick leave, insurance, medical reimbursement, and retirement plans. In the performance of the Work, Contractor is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3).

9. Contractor Not an Agent of City. This Contract does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. City is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract and will have no obligation with respect to Contractor's debts and/or any other liabilities.

10. Failure to Maintain Insurance. If Contractor at any time during the term of this Contract should fail to secure or maintain the insurance required in the General Conditions, City will have the option, but not the obligation, to obtain such coverage with costs and expenses (together with interest at the maximum rate permitted by law computed from the date City obtains such coverage) to be reimbursed by Contractor immediately upon City's demand.

11. Delegation, Subcontracts, and Assignment. Contractor will not delegate and/or subcontract any of the Work or assign or transfer any of its rights and/or obligations under this Contract without City's prior written consent. Any delegation, subcontract, assignment, or transfer without City's prior written consent will constitute a material breach of this Contract. Any assignment or transfer, if approved, is subject to all terms, conditions, and provisions as City may deem necessary. No approval by City of any assignment or transfer of any interest in this Contract will be deemed to create any City obligation to increase rates of payment or the Contract Price. Prior written approval is not required for Contractor's purchase of materials, supplies, or services which are incidental to the provision of services under this Contract that are necessary for the performance of the Work. All subcontracts will contain all duties, obligations, and requirements of this Contract, and Contractor will be responsible for Subcontractor performance.

12. Project Funding Requirements. Funding sources for the Work and Project may include, without limitation, the Safe Drinking Water Revolving Loan Fund ("SDWRLF") and a United States Environmental Protection Agency Region 10 Community Grant (individually and collectively, the "Funding Source(s)"). To the extent the Work and Project are funded pursuant to one or more of the Funding Sources, Contractor acknowledges that such funding is subject to the terms, conditions, and requirements of certain Funding Source agreements and related grant award and/or loan documents, as well as related statutes, regulations, and guidance (collectively, the "Funding Requirements"). All applicable Funding Requirements are hereby incorporated into this Contract by reference as if fully set forth herein and

Contractor will comply with all applicable Funding Requirements. By signing this Contract, Contractor agrees it will comply with all applicable Funding Requirements.

In the event that the State of Oregon, Business Oregon, the United States, the Environmental Protection Agency, and/or their successors requires amendments, additions, modifications, revisions, supplements, deletions, and/or changes to this Contract as a condition precedent to the provision of funds for the Work and/or Project, or otherwise, Contractor agrees to consent to such amendments, additions, modifications, revisions, supplements, deletions, and/or changes to any of the provisions of this Contract as may be required in connection with the Funding Sources and/or otherwise in connection with the availability of funding for the Work and/or Project.

13. Termination. This Contract may be terminated as provided in the General Conditions.

14. Governing Law; Jurisdiction. This Contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract. Subject to Article 40 of the General Conditions concerning mandatory arbitration, any action or proceeding arising out of this Contract will be litigated solely and exclusively in the Circuit Court for the County of Harney, State of Oregon; provided, however, if a claim is brought in federal court, then the claim will be brought and conducted solely and exclusively in the United States District Court for the District of Oregon, Eugene Division. Each party consents and submits to the jurisdiction of the state and federal courts named in the preceding sentence.

15. Notice. All notices or other communications required or permitted by this Contract will be in writing, will be delivered to the parties at the addresses below, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of mailing if deposited with the United States Postal Service, postage pre-paid, certified mail, return receipt requested:

City: City of Burns
242 South Broadway
Burns, OR 97720

Contractor: Steele Earthworks, LLC
250 NW Franklin Avenue, Suite 401
Bend, Oregon 97703

Fax: 541-573-5622

Fax: _____

Email: citymanager@cityofburnsor.gov

Email: _____

16. Waiver. No provision of this Contract may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Contract will be deemed a waiver of other provisions or conditions hereof, nor will any waiver constitute a continuing waiver of the same provision or condition. The remedies provided herein are cumulative and not exclusive of any remedies available at law and/or in equity.

17. Attorney Fees. In the event of a default by Contractor, Contractor will pay City, within ten (10) days after City's demand, all attorney fees and costs City incurs to enforce the terms of this Contract whether or not City instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Contract, including, without limitation, any

proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

18. Severability; Amendment; Survival. Each provision contained in this Contract will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained in this Contract. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. This Contract may be amended only by a written agreement signed by each party. City has no obligation to pay or perform any of Contractor's obligations under this Contract. The termination of this Contract, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All Contractor representations, warranties, covenants, and obligations contained in this Contract (including, without limitation, Contractor's indemnity obligations as stated in the General Conditions) will survive the termination of this Contract.

19. Successors and Assigns. Except as provided in Section 11, Contractor will not assign this Contract to any person without City's prior written consent. Subject to the immediately preceding sentence, this Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

20. Labor Wage Provisions. The Project and this Contract are subject to both the State of Oregon prevailing wage laws and the federal Davis-Bacon Act. Contractor is responsible for adhering to state and federal wage payment requirements and paying the higher of the state prevailing wage or federal prevailing wage for all labor provided for the Project under this Contract.

21. Safety Provisions. It is a condition of this Contract and will be made a condition of each subcontract entered into pursuant to this Contract, that Contractor and any Subcontractor will not require any laborer or mechanic employed in performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and safety of such laborers or mechanics, as determined pursuant to relevant construction safety and health standards.

22. Entire Agreement. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Contract are part of this Contract. This Contract contains the entire agreement and understanding between the parties with respect to the subject matter of this Contract and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Contract. Contractor has read and understands this Contract (including all exhibits hereto and all other current Contract Documents) and agrees to be bound by its terms.

23. Person; Interpretation; Execution. For purposes of this Contract, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained in this Contract and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The

words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Contract. The parties may execute this Contract in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:
City of Burns:

By: _____

Name: _____

Title: _____

Dated: _____

CONTRACTOR:
Steele Earthworks, LLC

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit A
City of Burns
General Conditions

[attached]

CITY OF BURNS

GENERAL CONDITIONS

Contractor's services under the Contract are subject to the provisions of these General Conditions. City and Contractor agree to comply with the provisions set forth in these General Conditions.

<u>Article</u>	<u>Title</u>
1	Definitions
2	General Provisions
3	Intent of the Contract Documents
4	Substitutions
5	Architect/Engineer's Status
6	Contractor's Superintendent
7	Subcontractors
8	Separate Contracts
9	Allocation of Risk
10	Indemnification
11	Contractor's Insurance
12	Safety
13	Royalties and Patents
14	City Ownership of Documents
15	Methods of Carrying on the Work
16	Surveys, Permits and Regulations
17	Materials, Employees, and Workmanship
18	Connecting the Work
19	Protection of Work, Property, and Persons
20	Inspections and Tests
21	Physical Data and Subsurface Utilities
22	Protection of Facilities, Existing Structure, and Archaeological Items
23	Additional or Deleted Work
24	Schedule
25	Delays and Extension of Time
26	Temporary Sign
27	Temporary Structures and Services
28	Security of Equipment and Operable Machinery
29	Technical Submittals and Shop Drawings
30	Weather Protection
31	Cleaning
32	Contract Documents and Record Documents
33	Progress Payments and Final Payments
34	City's Right to Withhold Payment and Retainage
35	Premium Time
36	Claims and Demands
37	Taxes
38	City's Right to Occupy
39	City's Right to Terminate
40	Arbitration

41	Attorney Fees
42	Assignment
43	Guarantees and Warranties
44	Natural Resource Preservation/Environmental Pollution Prevention Agencies
45	Environmental Contamination
46	Public Contract
47	Nonresident Bidders
48	Prevailing Rates of Wage
49	Interpretation

ARTICLE 1 Definitions

- A. For the purposes of the Contract, the following terms have the meanings hereinafter set forth:
- i. "Architect/Engineer" means the firm, business, corporation, partnership, limited liability company, sole proprietorship, or person that prepared the Plans and Specifications, or acts as a consultant to City during the Project, whether it be an architect or engineer.
 - ii. "City Request for Proposal (City RFP)" means a request by City for a proposal on contemplated changes in the Work. Such City RFPs will be numbered consecutively, in chronological order.
 - iii. "City's Construction Representative (CCR)" means City's agent, designated by City. The CCR coordinates the activities of Architect/Engineer, Contractor, City's consultants, and all aspects of the Project.
 - iv. "City Representative(s)" means, individually, and collectively, each present and future City employee, officer, official, agent, and representative.
 - v. "Completion Date" has the meaning assigned to such term in Section 4 of the Contract.
 - vi. "Contract" means the written agreement between City and Contractor immediately preceding these General Conditions and includes the Contract Documents.
 - vii. "Contract Change Order" means a document prepared by City or Architect/Engineer, as directed and approved by City as a change to the Contract incorporating approved Contractor's proposals for changes in the Work. Contract Change Orders will be numbered consecutively in chronological order and will refer to the Field Change Order(s) covered.
 - viii. "Contract Price" has the meaning assigned to such term in Section 3 of the Contract.
 - ix. "Contract Documents" has the meaning assigned to such term in Section 1 of the Contract.
 - x. "Contractor's Bid" has the meaning assigned to such term in Section 1 of the Contract.
 - xi. "Contractor's Representative(s)" has the meaning assigned to such term in Section 7.1 of the Contract.
 - xii. "Days" means calendar days, unless expressly stated otherwise.

- xiii. "Field Change Order" means an order issued to Contractor, by Architect/Engineer or City's Construction Representative, to carry out minor revisions in the Work. Contractor's field superintendent will be authorized to supply quotations for the Work directly to Architect/Engineer or City's Construction Representative. Such Field Change Orders will be numbered consecutively in chronological order.
- xiv. "Final Acceptance" means written confirmation from City to Contractor that the Work and Project have been completed according to the Contract and accepted, including all corrective work identified by City and/or the Architect/Engineer, with the exception of latent defects, if any, and warranty obligations.
- xv. "Final Completion" means the final completion of all requirements under the Contract and the final payment and release of all retainage, if any.
- xvi. "Hazardous Substance(s)" means any hazardous, toxic, and/or radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, rule regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR Part 261 or 40 CFR Part 302, and/or defined as hazardous waste in 40 CFR Part 261.
- xvii. "Invitation to Bid" means the invitation for bids issued by City to solicit offers from contractors for the Project.
- xviii. "Law(s)" has the meaning assigned to such term in Section 6.4 of the Contract.
- xix. "Plans" means the Architect/Engineer's drawings which show the location, type, dimensions, and details of the Work to be performed under the Contract.
- xx. "Project" has the meaning assigned to such term in the recital to the Contract.
- xxi. "Project Site" means any area where Work is performed.
- xxii. "Punchlist" means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion.
- xxiii. "Schedule" has the meaning assigned to such term in Section 4 of the Contract.
- xxiv. "Specifications" means any description of the physical or functional characteristics of the Work, or of the nature of a material, supply, service, or construction item. Specifications may include a description of any requirement for inspecting, testing, or preparing a material, supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of performing the Work. Specifications may be incorporated by reference and/or may be attached to the Contract. Specifications include the 2024 Oregon Standard Specifications for Construction published by the Oregon Department of Transportation.

xxv. "Special Provisions" means those provisions included in the Contract Documents, which add, supplement, revise, and/or modify standard Specifications for performing the Work.

xxvi. "Subcontractor" means, without limitation, any firm, business, corporation, partnership, limited liability company, sole proprietorship, or person working directly or indirectly with or for Contractor, or another subcontractor, that furnishes or performs a portion of the Work for the Project.

xxvii. "Substantial Completion" or "Substantially Completed" have the meanings assigned to such terms in Section 4 of the Contract.

xxviii. "Work" unless otherwise specified, means all services and items to be furnished, performed and paid for by Contractor and its Subcontractors, and includes all materials, supplies, tools, equipment, methods, labor, overtime labor, standby labor, equipment services, transportation, power, fuel, water, and other services, items and facilities of every kind necessary to complete the Project and to the entire performance of the Contract.

B. Capitalized terms not otherwise defined herein have the meanings given to those terms in the Contract.

ARTICLE 2

General Provisions

- A. The Contract will be deemed to have been made in, and will be construed under, the laws of the State of Oregon.
- B. Contractor will direct all communications to the designated CCR and Architect/Engineer.
- C. Contractor will perform the Work in a skillful and competent manner in accordance with the highest standards for public water system construction. Contractor will be responsible to City for errors and/or omissions in construction and failure to perform the Work and will promptly correct or remove any defective work.
- D. Contractor will perform the Work in compliance with the Laws, including those relating to utilities, and will give all notices and obtain all licenses and permits required.
- E. Contractor will comply with construction procedures contained in the Contract Documents.
- F. Time limits stated in the Contract are of the essence.
- G. Contractor will pay for additional sets of Specifications, Special Provisions, Plans, and/or other drawings requested by Contractor, over and above the bid and contract sets furnished by Architect/Engineer. Payments are to be made directly to the blueprinter or to the party furnishing the Specifications, Special Provisions, Plans, and/or other drawings.
- H. Upon acceptance of the Contract, Contractor will execute and deliver separate performance and payment bonds, each in an amount not less than 100% of the total Contract Price, and fully executed by a surety company authorized to do business in the State of Oregon and approved by City. In the event of any increases in the total Contract Price, Contractor will increase the

performance and payment bonds so that each equals the new total Contract Price. Contractor will pay the costs of all bonds required under the Contract and/or applicable law.

- I. Contractor agrees to immediately remove any liens, claims, and/or encumbrances which, because of any act or default of Contractor, any Subcontractor, or any material supplier, are made against City, the Work, and/or the Project, and to defend, (with counsel of City's choice), indemnify, and hold City harmless against and from any and all resulting claims, actions, suits, liabilities, losses, damages, costs, and expenses, including, without limitation, attorney fees, expert fees, costs, and disbursements.
- J. In carrying out any of the provisions hereof or in exercising any authority granted by the Contract, there will be no personal liability imposed upon any City Representative.
- K. Contractor is an independent contractor and is solely liable for any workers' compensation coverage under the Contract. If Contractor has the assistance of other persons in the performance of the Contract, Contractor will qualify and remain qualified for the term of the Contract as required by ORS 656.407. If Contractor is exempt from coverage under ORS 656.027, but engages individuals in the Work who are not exempt under ORS 656.027, Contractor will comply with ORS 656.029(2) and will execute a joint declaration with City's workers' compensation carrier absolving City of any and all liability arising from a compensable injury that would otherwise be covered by workers' compensation coverage.

ARTICLE 3

Intent of the Contract Documents

- A. The intent of the Contract is to include all of the Work for the Contract Price to achieve Final Completion. The Plans and Specifications are to be considered complementary, and all work necessary for the execution of the Work if shown on the Plans and not described in the Specifications, and all work described in the Specifications and not shown on the Plans, or any work which is obviously necessary to complete the Work within the limits established by the Plans and Specifications are considered part of the Contract, and will be executed by Contractor in the same manner and with the same quality of material as other portions of the Work without extra compensation.
- B. Unless expressly stipulated otherwise, Contractor will provide and pay for all services, labor, overtime labor, standby labor, methods, materials, supplies, equipment, transportation, power, fuel, water, and all other facilities and services, including operating costs incurred in checking out equipment, and all other items and facilities of every kind necessary to complete the Work for the Contract Price.
- C. Words describing material or labor which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, will be construed in accordance with such well-known meaning recognized by architects, engineers, and tradesmen.
- D. The Contract Documents are complementary and will be interpreted so that what is called for by one will be as binding as if called for by all. Should Contractor observe any conflicts within the Contract Documents, Contractor must bring them to City's attention for decision and revision as soon as possible after originally observed. City will resolve any conflicts within the Contract

Documents in its sole discretion. In the event of duplications or conflicts within the Contract Documents after the Contract has been executed, the most expensive method of Work, materials, and equipment will be construed as the requirement, provided, however, that City will receive a credit for all costs and expenses saved accruing to City in the event a less expensive method of Work is directed by City. A duplication of Work is not intended by the Contract Documents and any duplication specified will not become a basis for extra cost and/or expense to City.

- E. Contractor will secure written instructions from the CCR before proceeding with Work affected by omissions, conflicts, and/or discrepancies in the Contract Documents.

ARTICLE 4 **Substitutions**

- A. Throughout the Specifications, a manufacturer's name and catalog number may specify types of material in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically specified otherwise, Contractor may assume the phrase "or approved equal" except that the burden is upon Contractor to prove such equality. Unless otherwise provided in the Specifications, the phrase "or approved equal" means that the material or product to be supplied or installed must be equal to that specified and as approved by Architect/Engineer and City. If Contractor elects to prove such equality, Contractor must request Architect/Engineer and City's approval in writing to substantiate equality, with supporting data and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. Such supporting data will include the basic specifications of the specified item(s), and the specifications, characteristics and other information concerning the proposed substitution demonstrating its equality to the specified items(s), and the effect of the substitution on the Schedule and Project cost, if any.
- B. After award of the Contract, proposed substitutions will be considered only if City receives the advantage of lesser cost with no decrease in quality, or earlier Completion Date, or both. In any event, a request for substitution will be made sufficiently in advance of Project needs to permit sufficient time for evaluation by Architect/Engineer and City without jeopardizing the Schedule.
- C. In the event that City approves a substitution, Contractor will assume all risk and costs for redesign and adjustment of Work affected by the substitution and its effect on adjoining Work, and any delays occasioned by its use.

ARTICLE 5 **Architect/Engineer's Status**

- A. Architect/Engineer is the interpreter of the Plans, Specifications, and Special Provisions.
- B. It is not incumbent upon Architect/Engineer or City to notify Contractor when to begin, cease, or resume work, nor to give early notice of rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of any responsibility or of any consequences for neglect or carelessness by Contractor and/or Subcontractors.

ARTICLE 6 **Contractor's Superintendent**

- A. Contractor will provide the services of a competent on-site representative, as approved in writing by City, from the commencement of the Work to Final Completion and Final Acceptance of the Work. Contractor's on-site representative will represent Contractor with regard to the Work, and all directions, instructions, or notices given to the on-site representative by City or Architect/Engineer will be as binding as if given to Contractor.
- B. Contractor's on-site representative will be in charge of the Work at all times and will have authority to furnish estimates and to approve Field Change Orders. Contractor will provide the on-site representative with such assistants as are necessary to properly execute and coordinate all phases of the Work.
- C. Contractor's project manager, construction superintendent, assistant construction superintendent, if any, and trade foremen, as required, will not be removed from the Work under the Contract without the prior written approval of City.

ARTICLE 7

Subcontractors

- A. Contractor, upon notification of selection as the apparent successful bidder, and prior to award of Contract, will submit to City, for approval, a list of proposed subcontractors and suppliers for each of the major items of the Work. City reserves the right to reasonably reject any subcontractor or supplier that has not been qualified by City in writing prior to award of Contract, without additional cost and/or expense to City. Where City rejects any subcontractor or supplier that has been prequalified by City in writing, the Contract Price will be adjusted by Contract Change Order pursuant to the provisions of the Contract for pricing additional or deleted work. Contractor will advise City of Contractor's selection of approved Subcontractors and suppliers prior to commencement of Work by the Subcontractors and/or suppliers.
- B. To the extent the Specifications have been divided into separate headings or sections to cover the principal trades or subtrades represented in the Work, it is done for convenience. This arrangement will not limit Contractor in the extent of the Work included in each of the various subcontracts, nor will use of the term "subcontractor" relieve Contractor of responsibility for seeing that all of the Work under the Contract is performed properly, whether or not specifically called for in a particular section.
- C. All contracts concerning the Work entered into by Contractor with Subcontractors will include the terms and conditions governing Contractor. No provisions of the Contract or of any contract between Contractor and Subcontractors will be construed as an agreement between City and Subcontractors. Contractor will be as fully responsible to City for the acts and omissions of a Subcontractor, of the persons employed by a Subcontractor, or of businesses and/or Subcontractors engaged by a Subcontractor, as Contractor is for the acts and/or omissions of its own employees, agents, and/or representatives.

ARTICLE 8

Separate Contracts

- A. City reserves the right to enter into separate contracts in connection with the Work. Contractor will afford such other firms, contractors, and/or subcontractors adequate opportunity for the

introduction and storage of their material and the execution of their work and will properly connect and coordinate its Work with such other firms, contractors, and/or subcontractors.

- B. Contractor will cooperate with other businesses, contractors, and/or subcontractors on the Work and with City so that all portions of the Work may be completed in the least possible time within normal working hours. Contractor will furnish detailed drawings giving full information regarding the construction, installation, fabrication, and assembly of Contractor's Work with the work of other businesses, contractors, and/or subcontractors, whose work is within the scope of the Work. When possible, drawings will show checked field measurements.
- C. Should Contractor cause damage to any separate business, contractor, or subcontractor on the Work, Contractor agrees to use its best efforts to negotiate a settlement with such business, contractor, or subcontractor. Contractor will defend, indemnify, and hold City harmless from any and all claims, actions, suits, liabilities, losses, damages, costs, and expenses, including, without limitation, attorney fees, expert fees, costs, and disbursements, even if Contractor was not negligent in causing the damage.

ARTICLE 9

Allocation of Risk

- A. All reports providing the results of soil investigations or borings conducted by City may be examined at City's offices. Any investigations or borings were carried out and retained for design purposes only and are not considered adequate for construction. Prior to submitting Contractor's Bid, Contractor had the opportunity, and was required, to acquaint itself with the Project Site and all other conditions relevant to the Work and make all investigations essential to a full understanding of the Work and the Project.
- B. Contractor represents that prior to submitting Contractor's Bid for the Work, Contractor carefully examined all of the Plans, Specifications, and Special Provisions, acquainted itself with the Project Site and all other conditions relevant to the Work, and made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work.
- C. City does not warrant the correctness of any soil investigations or borings, or of any interpretations, deductions, or conclusions given in any report relative to subsurface conditions. Soil investigations or borings are not warranties of conditions between soil borings nor are they guaranteed to represent all conditions that may be encountered at the Project Site. Contractor has made and will make its own investigations, interpretations, deductions, and conclusions as to the nature of the materials to be excavated, the difficulties of making and maintaining the required excavation, the difficulties which may arise from subsurface conditions, and of doing any other Work affected by the subsurface conditions, and will accept full responsibility therefore.
- D. During the Work, and until Final Acceptance by City, Contractor will be responsible for the Project Site and for the Work and will bear the risk of loss for all damage thereto, however caused, and regardless of whether any damage is the fault of Contractor.

ARTICLE 10
Indemnification

- A. To the fullest extent permitted by law, Contractor will indemnify, defend (with counsel approved by City, the State of Oregon, and/or OBBB, as applicable to the respective party and respective claim(s)) and hold harmless City, each City Representative, CCR, Architect/Engineer, the State of Oregon, the Oregon Business Development Department ("OBDD"), and each of their respective officials, officers, directors, agents, employees, partners, members, stockholders and affiliated companies from and against all claims, actions, suits, liabilities, damages, losses, demands, costs, and/or expenses (including, without limitation, reasonable attorney fees, expert fees, costs, and disbursements), of any nature whatsoever which arise out of, result from, and/or are related to (i) any damage and/or destruction of property, injury and/or death to person, loss, expense, inconvenience, and/or delay in connection with the Work and/or Project, (ii) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (iii) any failure of Contractor to observe or perform any duty or obligation under the Contract which is to be observed or performed by Contractor, or any breach of any agreement, provision, representation, and/or warranty of Contractor contained in the Contract or in any subcontract, (iv) the negligent and/or willful acts and/or omissions of Contractor, a Subcontractor, or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, cost and/or expense is caused in part by a party indemnified hereunder, and (v) any lien filed upon the Project or bond claim in connection with the Work. Contractor's obligations under this Article 10 will not be construed to negate, abridge, or reduce other rights and/or obligations of indemnity which would otherwise exist as to a party or person described in this Article 10, paragraph A. If any provision of this Article 10, paragraph A, could be read to require a type or degree of indemnification or insurance not permitted by Oregon law, it is hereby expressly restricted only to that type or degree of indemnification or insurance which is permitted by Oregon law. Without limitation, to the extent required under ORS 30.140, no provision of the Contract will require Contractor or its surety or insurer to indemnify another against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of an indemnitee; provided, however, this Article 10, paragraph A, will not affect any provisions of the Contract that require Contractor or Contractor's surety or insurer to indemnify against liability for damage arising out of death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the indemnitor, or the indemnitor's agents, representatives, or subcontractors.
- B. In any and all claims against City and/or a City Representative(s), these indemnification obligations will not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for workers' compensation acts, disability acts, or other employee benefit acts.
- C. Contractor will be responsible for all damage to and/or destruction of property, injury and/or death to persons, and loss, cost, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be performed under the Contract, or from any act, omission, or neglect of Contractor and/or its Subcontractors, employees, and/or agents.

- D. In addition to any other insurance required under the Contract Documents, Contractor will carry sufficient insurance to defend, indemnify, and hold City harmless as provided in this Article 10.
- E. All of Contractor's indemnification obligations under this Article 10, as well as all other Contractor indemnification obligations stated elsewhere in the Contract Documents, will survive the earlier expiration or termination of the Contract.

ARTICLE 11 **Contractor's Insurance**

- A. Contractor will not commence the Work until Contractor has furnished two (2) copies of certificates of insurance evidencing that Contractor has obtained the insurance required under this Article 11, which will be secured with companies and in form satisfactory to City. Unless expressly provided otherwise, Contractor will be required to obtain the insurance required under this Article 11 at Contractor's cost and expense.

<u>Type</u>		<u>Limits</u>
i.	Employer's Insurance	
a.	Workers' Compensation covering all employees who are engaged in any Work under the Contract:	Statutory limits
b.	Employers' Liability including bodily injury caused by disease	\$2,000,000.00 per occurrence
ii.	Commercial General Liability:	\$2,000,000.00 per occurrence \$4,000,000.00 aggregate limit
iii.	Comprehensive Automobile Liability including Owned, Non-owned and Hired Vehicles:	\$2,000,000.00 per occurrence \$4,000,000.00 aggregate limit
iv.	Pollution Liability	\$2,000,000.00 per occurrence
v.	Professional Liability	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate limit
vi.	Builder's Risk	The Contract Price

The Commercial General Liability policy will include coverage for bodily injury, property damage, independent contractors, blanket contractual, personal injury, products and completed operations, and coverage for explosion, collapse, and underground hazards. Pollution Liability coverage may be written in combination with the Commercial General Liability policy with separate limits for Pollution Liability and Commercial General Liability. The Commercial General Liability insurance will include contractual liability to cover the liability assumed by Contractor under the indemnification provisions of these General Conditions.

The Builders' Risk insurance will be on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to the Contract Price. Any deductible

will not exceed \$50,000 for each loss, except that the earthquake and flood deductible will not exceed five percent (5%) of each loss or \$50,000, whichever is greater. The policy will include City as loss payee.

- B. When the Work is to be accomplished within a public or private right-of-way requiring special insurance coverage, Contractor will conform to the particular requirements and provide the required insurance. Contractor will include in its liability policy all endorsements that the applicable government authority may require for the protection of the authority, its officers, officials, agents, and employees. Contractor will provide insurance coverage for special conditions, when required.
- C. Contractor will maintain the above insurance at all times until City's Final Acceptance of the Work.
- D. Each liability insurance policy required under this Article 11 will be in form and content satisfactory to City, will list City and each City Representative as additional insureds (except the workers' compensation, employers' liability, and professional liability insurance policies will not include City and each City Representative as additional insureds), and will contain a severability of interest clause; the workers' compensation and employers' liability insurance will contain a waiver of subrogation in favor of City. The insurance that Contractor is required to obtain under this Article 11 may not be reduced or cancelled without ten (10) Days' prior written notice to City. Contractor's insurance will be primary and any insurance or self-insurance retention carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Article 11 upon Contractor's execution of the Contract and at any other time requested by City. If Contractor fails to maintain insurance as required under this Article 11, City will have the option, but not the obligation, to obtain such coverage, with costs and expenses to be reimbursed by Contractor immediately upon City's demand.
- E. Maintenance of insurance by Contractor as specified in this Article 11 will in no way be interpreted as relieving Contractor of any responsibility for its acts and/or omissions, and Contractor may carry, at its own expense, such additional insurance as Contractor deems necessary.
- F. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at Final Completion and Final Acceptance for a duration of twenty-four (24) months or the maximum time period available in the marketplace if less than twenty-four (24) months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Final Completion and Final Acceptance. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date of the Contract. Contractor's compliance with this Article 11, paragraph F, will be a condition of the Final Acceptance of the Work.
- G. Contractor will require all Subcontractors (unless otherwise approved by City) to carry insurance at least equal to that required by this Article 11.

ARTICLE 12

Safety

- A. Contractor will take all necessary precautions for the safety of its employees, City Representatives, Subcontractors, Subcontractors' employees, and the general public, and protection of the Work and

of adjoining property, and will comply with all applicable provisions of federal, state, and local safety laws and building codes, and City's fire insurance carrier's requirements to prevent accidents, injury to persons, loss of life, and damage to property.

- B. Contractor will not permit any structure to be loaded excessively.
- C. For Work at an existing facility operated by City, Contractor will obtain approval, from City, as to time and duration of activities prior to blasting, welding, torch cutting, building of fires, or making changes to City water, sewer, and/or fire protection systems.
- D. Contractor will properly erect and maintain all necessary safeguards for the protection of its employees, Subcontractors, Subcontractors' employees, City, City Representatives, and the general public. Contractor will post danger signs and markers warning against hazards created by features of the Work.
- E. Contractor must submit safety and accident reports in accordance with federal, state, and local regulations. Contractor will inform City of any Project-related accidents concerning personal injury, death, and/or property damage within one (1) hour of an accident.
- F. City, City Representatives, CCR, and Architect/Engineer are not responsible for safety, safety procedures, safety analysis of any condition on the Project Site, or coordinating any safety efforts or programs of Contractor or any Subcontractor.

ARTICLE 13

Royalties and Patents

Contractor will pay all royalties and license fees relating to the Work and/or the Project. Contractor will defend all suits, actions, and/or claims for infringement of any patents and will hold City harmless from loss on account thereof except City will be responsible for all such loss when a particular process or product is specified by City unless Contractor possesses information that a particular process or product infringes a patent, in which event, Contractor will be responsible for loss on account thereof unless Contractor promptly provides such information to City.

ARTICLE 14

City Ownership of Documents

All Plans, Specifications, specification computations, sketches, test data, survey results, photographs, renderings, models, electronic data, and other material related to the Work and/or Project prepared by Contractor or furnished to Contractor by City or the Architect/Engineer, are the property of City. Contractor will submit to City the original and a reproducible copy of all such materials upon City's request and otherwise upon Final Completion. Contractor will not use any such materials or copies thereof on other work nor will Contractor divulge information from such materials without City's prior written approval.

ARTICLE 15

Methods of Carrying on the Work

- A. Contractor will be responsible for construction means, methods, techniques, sequences, procedures, coordination, orderly scheduling, and management of all Work by its employees and Subcontractors.
- B. Contractor will confine its equipment, apparatuses, materials, tools, supplies, and operations of workers and Subcontractors within limits allowed by City and will not unnecessarily interfere with City-owned property. Contractor will be responsible for all materials, tools, supplies, and equipment stored by Contractor or its Subcontractors.
- C. Contractor will use the Project Site only for purposes necessary to the performance of the Work. Contractor will not make use of any existing structures on City-owned property or any facilities therein without prior approval from City.
- D. Whenever Contractor receives materials, tools, supplies, equipment, and/or other personal property from any person having a contract with City for storage, construction, or installation, Contractor will give to such person, or City, written receipt for the items delivered and will be responsible for the proper care, storage, and/or replacement of items received.
- E. All manufactured articles, items, materials, and equipment will be stored, applied, installed, tested, connected, constructed, used, cleaned, and/or conditioned by Contractor as directed by the manufacturer unless otherwise specified.
- F. Contractor will maintain one complete copy of the Contract Documents at the Project Site, with all City RFPs, Contract Change Orders, Field Change Orders, reviewed shop drawings, observation reports, and other documents necessary to the performance of the Work. All Contract Documents will be kept up to date with legible markings.

ARTICLE 16

Surveys, Permits, and Regulations

- A. The Contract does not constitute a land use permit, nor does acceptance of the Contract by City constitute approval of any action required as a condition precedent to use of the Project Site for the purposes contemplated under the Contract.
- B. Contractor will compare and continually check for changing conditions, dimensions, elevations, lines, grades, and other information appearing on the Plans with the work of other contractors and with the actual dimensions, elevations, lines, grades, and Project Site conditions. Contractor will report in writing to Architect/Engineer and City any discrepancies in the prevailing conditions before proceeding with the Work. Contractor will be responsible for any cost and/or expense that results from its failure to so compare and report.
- C. Contractor will obtain and pay for all permits, licenses, certificates, inspections, and other approvals required for the Work, both temporary and permanent. Any such fees will be included in the Contract Price. If any permits, licenses, certificates, inspections, or other approvals require a statement of Project value, Contractor must first obtain City's approval prior to submitting any statement of Project value.
- D. When the Work crosses highways, railroads, streets, rights-of-way, watercourses, or utilities under the jurisdiction of a state, county, city or other public agency, public utility or private entity,

Contractor will conform to the permits, licenses, laws, regulations, rules, orders, and conditions of such authorities. Contractor is responsible for knowledge of all underground utilities present in or around the Project Site.

ARTICLE 17

Materials, Employees, and Workmanship

- A. Unless otherwise specified, all materials will be new and both workmanship and materials will meet the highest standards for public water system construction. All Contractor's employees, Subcontractors, and Subcontractors' employees will be skilled in their trades. Contractor will furnish evidence of the skill of its employees, Subcontractors, and Subcontractors' employees upon City's request.
- B. Contractor will at all times enforce strict discipline and good order among Contractor's employees, Subcontractors, and Subcontractors' employees, and will not employ or keep on the Work for the Project any Contractor employee, Subcontractor, or Subcontractor employee whom City deems undesirable or unfit. If City requires Contractor not to employ or keep on the Work for the Project any Contractor employee, Subcontractor, or Subcontractor employee, Contractor will promptly comply without any additional costs and expenses to City and without any increase in the Contract Price.

ARTICLE 18

Connecting the Work

- A. Contractor will do all connecting, cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and to fit Contractor's Work to receive or be received by the work of other contractors as shown upon or reasonably implied by the Plans, Specifications, and Special Provisions. After others have finished their work, Contractor will promptly complete and finish the Work as City may direct.
- B. Contractor will not endanger, cut, and/or alter the work of any other contractor without the consent of City.
- C. Requirements for additional connecting, cutting, fitting, and patching resulting from Contractor's defective or untimely Work will not be a basis for an increase in the Contract Price.
- D. If any part of the Work depends for proper execution or maximum durability upon the work of any other contractor, Contractor and/or its Subcontractor(s) will inspect said work before commencing its own Work and will make known, for approval by City, any departures from the Plans, Specifications, and Special Provisions. Failure of Contractor to observe these requirements will bar Contractor from claiming thereafter that defects in its own Work are due to defects in the work of others, unless Contractor submits clear and convincing evidence that a thorough inspection of said other work was made before Contractor's Work went forward and that inspections and/or tests which were reasonable and customary failed to disclose the defects which later appeared.
- E. Where it is necessary to connect to existing facilities, Contractor will not interrupt City's operations to make such connections, but the Work will be done according to a schedule convenient to, and

approved in writing, by City. Any overtime necessary for such connections will be at Contractor's expense.

ARTICLE 19

Protection of Work, Property and Persons

- A. Contractor will protect the Work, its employees and equipment, City-owned property, any property adjacent to the Project Site, City Representatives, and the general public from personal injury, death, loss, and/or property damage from any cause whatsoever.
- B. Contractor will be responsible for any injury, loss, and/or damage to any presently existing real property improvements and/or personal property caused by Contractor, Contractor's employees and/or agents, Subcontractors, and/or Subcontractor's employees, and in the event of such injury, loss, and/or damage, Contractor will promptly make such repairs and/or replacements as required by City without cost and/or expense to City.
- C. Contractor will provide and erect all planking, bridges, bracing, shoring, sheet piling, fencing, barriers, lighting, and warning signs necessary for the protection of streets, City-owned property, other property adjacent to the Project Site, City Representatives, and the general public. Contractor will provide scaffolds, tarpaulins, and similar items as required to protect City-owned property, other property adjacent to the Project Site, City Representatives, and the general public. Contractor will, if necessary, seal off its Work from City's work so as to not interfere with City's operations.
- D. During the progress of the Work, Contractor will protect all finished Work and maintain such protection until Final Completion or as otherwise directed by City.
- E. The completed Work will include all necessary permanent safety devices required by state and federal industrial authorities (e.g., OSHA) and applicable local and national codes. Further, any features of the Work subject to such safety regulations will be fabricated, furnished, and installed in compliance with those regulations. Contractor will be held responsible for compliance with the requirements included herein.
- F. Contractor will preserve and protect existing vegetation such as trees, lawns, and shrubs which may be impacted by the Work and which are not to be removed. Contractor will consult with City concerning trees and/or shrubs to remain adjacent to the Project Site. Contractor will protect trees and shrubs from stockpiling, vehicle driving and parking beneath tree canopies, dumping of refuse or chemically injurious materials or liquids, and continual puddling or running water. Contractor will not remove more than six (6) inches of existing soil or fill more than two (2) inches over existing soil within six (6) feet of trees or shrubs to be saved. Contractor will be permitted to remove interfering branches and roots only where absolutely necessary, and without injury to trunks, and will employ a licensed arborist to remove branches or roots and to treat cuts.

ARTICLE 20

Inspections and Tests

- A. Contractor will permit and facilitate observation and inspection of the Work by City, City Representatives, CCR, Architect/Engineer, and governmental authorities having jurisdiction at all times when the Work is in preparation or progress.

- B. The costs for inspections or tests not required by the Specifications, but which City requests, will be borne by City, except where Contractor's Work fails any inspection, Contractor will pay the costs of that inspection. Contractor must comply with all City inspection requests.
- C. All tests will be performed by a testing agency approved by City and will be in accordance with the current standards of the American Society for Testing and Materials, unless otherwise specified by City. Contractor will furnish City with two (2) copies of the test procedures used.
- D. City's acceptance of test data or inspections of any portion of the Work will not relieve Contractor of its obligation to perform the Work as required by the Contract.
- E. Operating equipment and systems will be performance tested in the presence of Architect/Engineer to demonstrate compliance with specified requirements. Performance testing will be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by Architect/Engineer. Contractor will schedule such testing with Architect/Engineer at least one (1) week in advance of the planned date for testing. All costs of performance testing will be borne by Contractor.
- F. Failure of Architect/Engineer and/or City, during the progress of the Work, to discover or reject defective Work or Work not in accordance with the Plans, Specifications, and/or Special Provisions will not be deemed an acceptance thereof or a waiver of City's right to proper execution of the Work. No partial or final payment or partial or entire use of the Project by City will be construed to be an acceptance of Work which is not strictly in accordance with the Contract, or a waiver of City's rights.
- G. If any Work is covered up without approval of City or Architect/Engineer, it will be uncovered for examination, and after examination, Contractor will correct defective work, if any, to meet the requirements called for by the Contract. In such case, the cost of uncovering the Work and of all corrective work involved will be borne by Contractor.
- H. If City or Architect/Engineer must perform re-inspections due to failure of the Work to comply with requirements of the Contract during final inspection, City may deduct its costs and expenses, including, without limitation, the Architect/Engineer's fee for such additional services, from the final payment due to Contractor.
- I. Contractor will furnish, without charge, samples of materials or products as requested by City or Architect/Engineer, whether or not specifically called for in the Contract. Contractor will not incorporate any such material or product into the Work until after City or Architect/Engineer has approved the submitted samples in writing. The samples will be submitted to give City and Architect/Engineer ample time for review, selection, and/or approval so as to not delay the Work.

ARTICLE 21

Physical Data and Subsurface Utilities

- A. It is Contractor's responsibility to verify the existence of subsurface utilities and any other utilities and to determine their exact location and depth prior to commencing the Work. Any utilities, which are found to obstruct the Work, will be relocated or replaced by Contractor at the direction of Architect/Engineer. Use of the utility obstructing the Work will be maintained during the Work

through temporary connections or other measures suitable to City. It is Contractor's responsibility to ensure that all utilities are fully operational upon completion of the Work. No extra compensation beyond the Contract Price will be made for removal, temporary connections, relocations, and/or replacements of utilities.

- B. In accordance with ORS 757.557, Contractor will notify the Oregon Utility Notification Center at least two (2) but not more than ten (10) business days before commencing an "excavation" as that term is defined in ORS 757.542(3). Contractor will comply with all applicable requirements of OAR 952-001-0001 to 952-001-0090. Unless otherwise excepted by Oregon law or Oregon administrative rule, under no circumstances will Contractor expose any utility without first obtaining permission from the appropriate entity. Once permission has been granted, Contractor may locate, expose, and provide temporary support for all existing underground utilities. Contractor will reschedule its Work to allow relocation of any conflicting utility.
- C. Neither City (including City Representatives), nor other involved parties will be responsible to Contractor for damages as a result of Contractor's failure to protect utilities encountered in the Work.

ARTICLE 22

Protection of Facilities, Existing Structures, and Archaeological Items

- A. Contractor will take all necessary precautions to protect existing structures, improvements, landscaping, pavement markings, fences, waterways, drainage swales, and other features during the Work. Contractor will repair or replace existing structures, improvements, and features damaged as a result of the Work or damaged by flood, fire, vandalism, or neglect. Contractor will be responsible for all costs and expenses for such repairs or replacements as directed by City and/or Architect/Engineer and will complete necessary repairs or replacements prior to City's Final Acceptance of the Work.
- B. Existing structures, improvements, and features may be shown on the Plans. Contractor understands the completeness and accuracy of information shown on the Plans cannot be guaranteed and it is presented simply as a guide to avoid known possible difficulties.
- C. Contractor will protect underground and above-ground structures and other improvements from damage, whether or not they lie within the limits of City rights-of-way or easements. Where such existing structures and/or other improvements must be removed for the Work, Contractor will restore said structures and/or other improvements to a condition equal to or better than their original condition immediately prior to removal.
- D. Contractor will notify City and Architect/Engineer of any damage to underground structures and/or other improvements and make repairs or replacements before backfilling. Without additional compensation, Contractor may remove and replace, in a condition equal to or better than the original, small miscellaneous structures and/or other improvements such as fences and mailboxes that interfere with the Work.
- E. It is expected that minor relocations of parts of the Work may be necessary. Such relocations will be made only at the direction of the Architect/Engineer or City. If existing structures and/or other improvements are encountered that are not accurately shown on the Plans which prevent the Work

from proceeding as shown, Contractor must notify Architect/Engineer before continuing with the Work, in order that Architect/Engineer may make such field revisions as necessary to avoid conflict with existing structures and/or other improvements. If Contractor fails to notify Architect/Engineer that an existing structure and/or other improvement is encountered, and proceeds with the Work despite the interference, Contractor will do so at Contractor's own risk and expense.

- F. In the event that archaeological object(s), materials, or human remains are discovered during performance of the Work, all Work will cease in the area of discovery and be handled in accordance with ORS 97.740 to 97.760, ORS 358.905 to 358.961, ORS 390.235 to 390.240, the National Historic Preservation Act, and the Native American Graves Protection and Repatriation Act.

ARTICLE 23

Additional or Deleted Work

- A. Within twenty-four (24) hours after receipt of a Field Change Order and within five (5) Days after receipt of a City RFP for changes in the Work not covered by agreed-upon "unit prices," Contractor will submit to City a lump sum proposal, itemized by cost code, stating the amount to be added to or deducted from the Contract Price and the effect, if any, on the Schedule by reason of such changes. The amount for additional or deleted Work not covered by "unit prices" will be determined in accordance with Sections 00195.20 and 00196 of the 2024 Oregon Standard Specifications for Construction (the "2024 OSSC"), except that City, in addition to Architect/Engineer, must authorize "Extra Work" (as that term is used in the 2024 OSSC).
- B. When a schedule of unit prices for additions or deletions to the Work is made a part of the Contract, and in the event City issues a Field Change Order or City RFP for additional or deleted Work to which unit prices are applicable, no percentage fee or other mark-up will be applied to scheduled unit prices. City will have the right to establish verification procedures for all Work performed under unit price Contract provisions.
- C. In no event will Contractor proceed with changes in the Work without a written order from City to so proceed. City will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by Contractor without a written Contract Change Order or written order to proceed executed by City.

ARTICLE 24

Schedule

- A. Contractor will submit, to City, a Type "A" Schedule (as described in 2024 OSSC section 00180.41) within ten (10) Days after receipt of written Notice to Proceed and will maintain the Schedule on a current basis until the Work is completed. Time limits set forth in the Contract for Substantial Completion, Final Completion, or any other Project milestones will govern and the Schedule must be adjusted to comply. Contractor will perform the Work in accordance with the Schedule, as well as within the dates specified in the Contract.
- B. Periodically as required by City, Contractor will report to City on the status of the Work on duplicate marked copies of the current Schedule. Contractor will indicate in the status report any Work that is not proceeding according to the current Schedule and propose modifications to the Schedule. Any

modifications to the Schedule notwithstanding, Contractor will remain responsible to complete the Work by the Completion Date.

- C. If the Work is not proceeding according to the Schedule and City does not reasonably believe Contractor's proposed actions or schedule modifications are sufficient to accomplish completion of the Work by the Completion Date, Contractor will be in default under the Contract. If Contractor fails to cure such default by submitting proposed actions or schedule modifications reasonably acceptable to City within ten (10) Days of receiving written notice of the default, City may perform such Work as it deems necessary to bring the Work into compliance with the current Schedule and to credit the cost and expense thereof against payments due to Contractor. Such action will not constitute City's waiver of any right, remedy, and/or claim against Contractor resulting from Contractor's failure to perform according to the Schedule and/or otherwise in conformance with the Contract.

ARTICLE 25

Delays and Extension of Time

- A. If Contractor is delayed at any time in the progress of the Work by any act or neglect of City, any other business employed by City, or by changes ordered in the Work by City, or strikes, lockouts, fires, floods, pandemics, earthquakes, acts of God, acts of war, or public enemy, inability to obtain materials due to government restrictions, acts of public officials, or by any cause which City, in its sole discretion, decides justifies the delay, then the Completion Date may be extended for a period equal to the delay so caused. No such delay will be recognized unless it alone increases the overall critical path duration of the Schedule in effect at the time of the delay.
- B. No Completion Date extension will be allowed for a delay commencing more than five (5) Days before Contractor notifies City of a claim of delay in writing. In case of a continuing delay, only one claim is necessary.
- C. No claim for delay will be allowed to Contractor on account of Architect/Engineer's or City's failure to return drawings to Contractor until ten (10) working days after City's receipt of a demand for such drawings, and not then, unless such claim is reasonable. Disapproval of drawings by City will not be a claim for delay.
- D. Extension of the Completion Date, if any, will be Contractor's sole remedy for delay, no matter how or by whom caused, and Contractor will not be entitled to any increase in the Contract Price or to damages or additional compensation as a consequence of such delays.
- E. Contractor will cause each subcontract with a Subcontractor or agreement with material suppliers to contain a provision limiting remedies for delay to those allowed Contractor under Article 25, paragraph D.

ARTICLE 26

Temporary Sign

Contractor may, at no cost to City, provide a suitable temporary sign acceptable to City advertising the Work and indicating thereon the title of the Project and name of Architect/Engineer and Contractor.

The sign will be no larger than four (4) feet by eight (8) feet. City must approve the layout, text, and location of the sign.

ARTICLE 27

Temporary Structures and Services

- A. Contractor will provide suitable toilet facilities at approved locations with proper enclosures for the use of all persons performing the Work and will maintain the facilities in a sanitary and operable condition, all in conformity with applicable laws and regulations.
- B. Contractor will provide such temporary buildings as may be required for the use of its employees and the safe storage of equipment, tools, supplies, and materials. Such structures will be located on the Project Site with location as approved in advance by City.
- C. Contractor will provide and pay for all electricity and temporary light required for the Work including all wiring, connections, and accessories, and all electricity or other sources of energy consumed in performing the Work.
- D. Contractor will make all necessary arrangements for and provisions of water including temporary piping and hose extensions required for the Work. Contractor will obtain and pay for temporary permits from proper authorities and pay for all water usage.
- E. Contractor will provide all necessary safety cones, drums, barriers, fencing, equipment, materials, and signage as required for safe performance of the Work.
- F. Contractor will remove temporary structures and services installed by Contractor upon completion of the Work or as directed by City. Contractor will make any repairs or alterations necessitated by such removal at Contractor's expense.
- G. Contractor will guard against and, if necessary, exterminate rodents, termites, vermin, and other pests at the Project Site. All Contractor employees and Subcontractor employees on the Project Site will be required to dispose of garbage and refuse in covered containers, which Contractor will furnish and empty regularly.
- H. Contractor will comply with requirements of City and other governmental authorities having jurisdiction regarding pollution control.
- I. Contractor will not disrupt or interrupt electric, gas, water, steam, broadband, or other utilities or services to existing structures without prior notice to City and then only at a definite time and for a definite duration as approved by City in writing.
- J. If Work is to be performed upon or adjacent to an existing structure, the Work will be executed in such manner as will not interfere with the continued free and comfortable use of the structure, walkways, and grounds. Contractor will keep building exits clear of obstructions at all times.
- K. Contractor will designate smoking areas, separate from areas where Work is actively being performed, for its employees and Subcontractors.

ARTICLE 28

Security of Equipment and Operable Machinery

Mobile equipment, operable machinery, and hazardous parts of the Work and/or Project will be kept locked, protected, safeguarded, and otherwise made inoperable whenever left unattended.

ARTICLE 29

Technical Submittals and Shop Drawings

- A. Contractor will submit technical data and shop drawings in accordance with the Contract Documents for all materials that will be incorporated into the Work. The submittals will consist of such descriptive information as necessary to enable Architect/Engineer to advise City whether Contractor's proposed materials are in general conformance with the Project design concept and in compliance with the Plans, Specifications, and Special Provisions. The information to be submitted will include applicable drawings, descriptive data, material specifications, certificates, samples, and/or test results. If a complete submittal is made, City will review and return comments within fourteen (14) Days.
- B. Unless specific requirements are called for elsewhere in the Contract Documents, Contractor will submit six (6) copies of all technical submittals and shop drawings to Architect/Engineer. Architect/Engineer will review and return two (2) copies of such data and drawings to Contractor. Contractor will make such corrections to the data and drawings as have been indicated by the Architect/Engineer and will furnish Architect/Engineer with corrected copies, if so directed.

ARTICLE 30

Weather Protection

- A. Contractor will provide and maintain weather protection as required to properly protect the Work and Project from damage.
- B. Contractor will use only flameproof tarpaulins.

ARTICLE 31

Cleaning

- A. Contractor will at all times keep the Project Site free from accumulation of waste materials and/or rubbish caused by Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or the Work in general. At the completion of the Work, Contractor will remove, from the Project Site, all waste, rubbish, tools, supplies, scaffolding, and surplus materials unless otherwise directed. If, in the opinion of City, Contractor fails to keep the Project Site clean, City may remove waste materials and rubbish and charge the expense of such removal to Contractor.
- B. If applicable to the Project, Contractor will thoroughly wash and clean all hardware, remove paint stains, and wash all exposed concrete so as to present a clean Project Site and Work to City for acceptance.

- C. Contractor will neatly stack construction materials when not in use. Contractor will promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.
- D. Contractor will properly store volatile wastes in covered metal containers and remove such wastes daily from the Project Site.
- E. Contractor will not bury or burn wastes on the Project Site, or dispose of wastes into storm drains, sanitary sewers, streams, or waterways. Contractor will remove and dispose of all wastes from the Project Site in a manner complying with local ordinances and state and federal anti-pollution laws.

ARTICLE 32

Contract Documents and Record Documents

- A. Contractor will maintain one set of Plans, Specifications, Special Provisions, full-sized drawings, shop drawings, equipment drawings, and supplemental drawings that will be corrected as the Work progresses to show all changes made and the location of existing underground utilities, structures, valves, etc. encountered or located at the Project Site. Contractor will identify the above items clearly on the drawings with proper tie (i.e., dimensions) to existing above-ground objects or property lines. Contractor will record and accurately indicate depths, sizes, and locations of all buried and concealed pipes, conduits, and cables installed or encountered, as well as changes, additions, and revisions due to Contract Change Orders, addenda, obstructions, or clarifications. If requested by Architect/Engineer, current record drawings with changes marked will be submitted weekly to Architect/Engineer for review. Any identified discrepancies will be corrected and drawings will be remarked.
- B. A monthly progress payment to Contractor will not be made until the record drawings are correctly marked with current information in sufficient detail to the satisfaction of Architect/Engineer. Upon completion of the Work, current Specifications and drawings will be turned over to the Architect/Engineer for inclusion with the Project records. If deficiencies are found in either the quality or the accuracy of the record Specifications and drawings, they will be returned unapproved for Contractor's revision and resubmission. Additional review of subsequent submissions by the Architect/Engineer will be at Contractor's cost and expense.
- C. City will not make final payment to Contractor until satisfactory records have been submitted by Contractor to the Architect/Engineer.

ARTICLE 33

Progress Payments and Final Payments

- A. City will make progress payments to Contractor on account of the Contract Price as follows:

On or before the last day of each month, Contractor will submit an invoice indicating the value of labor and materials acceptably incorporated into the Project during that calendar month. Progress payment invoices will be paid within thirty (30) Days from the date City reviews and approves the invoice. Progress payments will be reviewed by City within seven (7) Days of receipt.

There will be a five percent (5%) retainage of all sums due. The retainage will be paid to Contractor with final payment, subject to the provisions of Article 34.

- B. For any lump sum bid items, Contractor will submit a lump sum breakdown for City's review and approval prior to progress payment review and approval.
- C. Progress payment invoices will include the following:
 - i. Contract bid and/or change order item number(s) and description.
 - ii. Contract bid and/or change order item(s) unit pricing and quantities.
 - iii. Requested bid and/or change order item quantities and amount(s).
 - iv. Previous bid and/or change order item quantities and amount(s).
 - v. Remaining bid and/or change order quantities and amount(s) to be billed.
- D. Partial payments will not constitute acceptance by City of Contractor's Work nor be construed as a waiver of any right, remedy, and/or claim by City in connection with the Work.
- E. Contractor will submit invoices with a detailed cost breakdown.
- F. Contractor will keep the Project Site, including all real property, structures, and/or other improvements upon which the Project is located free and clear of all liens, claims, notices, security interests, and/or encumbrances in favor of any person and arising by reason of having provided labor, materials, supplies, and/or equipment relating to the Work. Contractor will indemnify and hold City, the Project, and the real property, structures, and/or other improvements upon which the Project is located harmless from and against any liens, claims, notices, security interests, and/or encumbrances that may be filed in connection with Contractor's performance under the Contract and/or otherwise in connection with the Work, including without limitation, damages, costs, expenses, and/or attorney fees arising therefrom.
- G. Applications for payment will include the value of materials and/or equipment not incorporated into the Work but delivered and suitably stored at the Project Site or at some other location agreed upon in writing by the parties hereto. Contractor warrants that title to all equipment and materials will pass to City upon City's payment therefore or upon incorporation into the Work, whichever occurs first. Contractor will prepare and execute all documents necessary to effect and perfect such transfer of title. Title thereto will vest in City; however, the vesting of title will not impose any obligation on City or relieve Contractor of its obligations under the Contract.
- H. Contractor will submit an updated Schedule with each application for payment.
- I. Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Architect/Engineer and City will promptly make such inspection. City will make final payment to Contractor approximately thirty (30) Days after City's Final Acceptance of the completed Work.
- J. Before submitting application for final payment, Contractor will remove all Contractor's equipment from the Project Site and complete all Contract closeout procedures to obtain Final Acceptance.

- K. By acceptance of the final payment, Contractor warrants that it has received payment in full for its performance of the Work under the Contract and waives all claims against City in connection with the Work. Final payment by City will be conclusive proof of City's performance of the Contract.

ARTICLE 34

City's Right to Withhold Payment and Retainage

- A. City has the right to withhold from payments due Contractor such sums as necessary, in City's sole opinion, to protect City against any loss and/or damage which may result from negligence or deficient Work by Contractor, failure by Contractor to perform its obligations, including failure to maintain satisfactory progress of the Work, and/or claims against Contractor or City relating to Contractor's performance of the Work. In addition, City may withhold payments from Contractor for damages caused by Contractor and/or any Subcontractor(s) for which no adjustment is made and where reasonable evidence indicates that a claim may be filed against City or the Project.
- B. If Contractor fails to take prompt and adequate action to perform the Work according to the Schedule or to correct deficiencies in the Work, or to perform any other obligations under the Contract, City will have the right to perform such Work and/or cure any default by Contractor as City deems necessary, and to credit the cost thereof against payments due Contractor, which rights will be in addition to, and not in lieu of, any other rights and/or remedies available to City under the Contract, at law, and/or in equity.
- C. Retainage will be withheld and released in accordance with ORS 279C.550 to 279C.570:
- i. City may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As the Work progresses, City may in its sole discretion reduce the amount of the retainage and City may in its sole discretion eliminate retainage on any remaining monthly contract payments after fifty percent (50%) of the Work under the Contract is completed if, in City's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage will be allowed only upon written application by Contractor, which application will include written approval of Contractor's surety; except that when the Work is ninety-seven and one-half percent (97.5%) completed City may, at its discretion, and without application by Contractor, reduce the retained amount to one hundred percent (100%) of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, City will respond in writing within a reasonable time.
 - ii. In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless City finds in writing good cause for rejection based upon unique Project circumstances, City will approve Contractor's written request:
 - a. To be paid all or a portion of the amounts which would otherwise have been retained from progress payments when Contractor has deposited acceptable bonds, securities, or other instruments of equal value with City or in a custodial account or other mutually-agreed account satisfactory to City, with an approved bank or other financial institution to be held in lieu of the cash retainage for the benefit of City. Interest or earnings on the bonds, securities, or other instruments will accrue to Contractor. Contractor will execute and provide such documentation and instructions with respect to bonds, securities, or other instruments as City may require to protect its interests. To be permissible, the

bonds, securities, or other instruments must be of a character approved by City, including but not limited to:

1. Bills, certificates, notes, or bonds of the United States.
 2. General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
 3. Irrevocable letters of credit issued by an "insured institution," as defined in ORS 706.008; or
- b. to be paid all or a portion of the amounts which would otherwise have been retained from progress payments when Contractor has deposited a surety bond for the benefit of City, in substantially the form specified in ORS 701.435(4), in lieu of all or a portion of funds retained, or to be retained. Such surety bond and any proceeds therefrom will be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. A surety bond that Contractor submits under this section must be executed by a surety bonding company that is authorized to transact surety business in the state of Oregon and may not be a surety obligation of an individual; or
- iii. If Contractor or a Subcontractor does not deposit a surety bond in lieu of retainage, Contractor may elect to have City deposit accumulated retainage in an interest-bearing account in a bank or other financial institution for the benefit of City with interest from such account accruing to Contractor.
- iv. When City has accepted Contractor's election of any of the options stated in Article 34, subparagraphs C(ii)(a), (b), and/or (C)(iii), City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment.
- v. When City has accepted a surety bond under Article 34, subparagraph C(ii)(b), Contractor will accept surety bonds from Subcontractors and suppliers on the Project from which Contractor has required retainage.
- vi. At any time before final payment on the Project, a Subcontractor may submit a surety bond to Contractor and request that Contractor submit a surety bond to City for the portion of Contractor's retainage that pertains to the Subcontractor. Within thirty (30) days of a Subcontractor's request, Contractor must provide, and City will accept, a surety bond that meets the requirements of Article 34 subparagraph C(ii)(b), unless City finds good cause in writing to reject the surety bond based on unique project circumstances, the surety bond is not commercially available, and/or the Subcontractor refuses to pay Contractor the Subcontractor's portion of the surety bond premium or refuses to provide the Contractor with a surety bond that meets the requirements of Article 34, subparagraph C(ii)(b). Any surety bond provided pursuant to this Article 34, subparagraph C(vi) must meet the requirements set forth in Article 34, subparagraph C(ii)(b). Within thirty (30) days after City receives a surety bond pursuant to this Article 34, subparagraph C(vi), City will release to Contractor an amount City holds as retainage that is equivalent to the amount Contractor submitted as a surety bond. Within thirty (30) days after Contractor receives a surety bond from a Subcontractor or supplier, Contractor will release to the Subcontractor or supplier the amount Contractor holds as retainage that is

equivalent to the amount the Subcontractor or supplier submitted as the surety bond. When Contractor, at the Subcontractor's request, obtains and submits to City a surety bond under this Article 34, subparagraph C(vi), Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor's surety bond premium for which the Subcontractor is responsible. A surety bond submitted by a Subcontractor under this Article 34, subparagraph C(vi) and any proceeds therefrom will be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625.

- vii. Except as provided in Article 34, subparagraph C(vi), Contractor will bear additional costs that arise from the Contractor's exercise of an option described in Article 34, subparagraphs C(ii)(a), (b), and/or C(iii) that the Contractor incurs after the date on which the Contractor submits a bid or proposal to City. Such costs are not reimbursable Project costs and City is not responsible for paying such costs.
- viii. If Contractor elects to have accumulated retainage pay interest, within thirty (30) days following final payment on the Project, Contractor will pay to each Subcontractor its proportional share of the interest earnings that accrued to Contractor as a result of the election. A Subcontractor's share of the total amount of interest earnings must be determined by the proportion that the amount of retainage withheld from the Subcontractor bears to the amount of retainage withheld from the Contractor and the length of time the retainage was withheld from the Subcontractor. A share of interest earnings will be paid to a Subcontractor only when: (a) retainage is withheld from the Subcontractor for more than sixty (60) days after the day on which the first partial payment was due to the Subcontractor under the terms of relevant subcontract; and (b) the amount of interest earnings due to the Subcontractor exceeds \$100.00. If Contractor incurs additional costs as a result of a Subcontractor's exercise of an option pursuant to ORS 701.435(1) or (2), the Contractor may recover the additional costs from the Subcontractor by reducing the final payment. As Work on the subcontract progresses, Contractor will, upon Subcontractor demand, inform the Subcontractor of all accrued additional costs.
- ix. The retainage held by City will be included in and paid to Contractor as part of the final payment of the Contract Price. City will pay Contractor interest at the rate of one and a half percent (1.5%) per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor will notify City in writing when Contractor considers the Work complete and City will, within fifteen (15) Days after receiving the written notice, either accept the Work or notify Contractor of Work that needs to be performed on the Contract. If City does not, within the time allowed, notify Contractor of Work that needs to be performed to fulfill Contractor's obligations under the Contract, the interest provided by this Article 34, subparagraph C(ix), will commence to run thirty (30) Days after the end of the fifteen-day (15-day) period.
- x. In accordance with the provisions of ORS 279C.560(4) and (7), if City accepts bonds, securities, or other instruments, or surety bonds, deposited as provided in Article 34, subparagraphs C(ii)(a) and/or (b), City will reduce the moneys held as retainage in an amount equal to the value of the bonds, securities, or other instruments, or surety bonds, and pay the amount of the reduction to Contractor in accordance with ORS 279C.570.

- xi. Contractor agrees that if Contractor elects to reserve retainage from any progress payment due to any Subcontractor or supplier, such retainage will not exceed five percent (5%) of the payment, and such retainage withheld from Subcontractors and suppliers will be five percent (5%) subject to the same terms and conditions stated in this Article 34, paragraph C, as apply to City's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560, Contractor has deposited bonds, securities, or other instruments or has elected to have City deposit accumulated retainage in an interest-bearing account, Contractor will comply with the provisions of ORS 701.435 with respect to deposit of bonds, securities, or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.
- xii. Additional retainage in the amount of twenty-five percent (25%) of amounts earned will be withheld and released in accordance with ORS 279C.845(7) when Contractor fails to file certified statements as required by ORS 279C.845.
- xiii. City may, at its sole discretion, issue a written notice of Substantial Completion for the purpose of establishing the starting date for specific warranties, and to establish the date that City will assume responsibility for the cost of operating the Project. Said notice will not be considered as Final Acceptance of any portion of the Work or relieve Contractor from completing the remaining Work within the specified time and in full compliance with the Contract. All equipment and materials contained in the Work, plus all other components necessary to enable City to operate the Project in the manner intended, will be complete including acceptable testing as specified in the Contract Documents on the date of Substantial Completion. City will have the right to exclude Contractor from the Project after the date of Substantial Completion, but City will allow Contractor reasonable access to complete and/or correct remaining items of Work.

ARTICLE 35

Premium Time

- A. City reserves the right to accelerate the Schedule from time to time, without cause, upon written direction to Contractor to so accelerate. If the forces of Contractor or any of its Subcontractors are required to work overtime as a result of such acceleration, City will reimburse Contractor for the premium portion of overtime wages paid plus applicable federal and state payroll taxes and other actual payroll costs attributable to the overtime premium. Reimbursement for such acceleration will not include any overhead or profits of Contractor or its Subcontractors on the premium portion of overtime wages.
- B. Contractor will keep and maintain accurate records of all overtime hours to be reimbursed and will secure City's approval of such records on a daily basis. Reimbursement will be made based on such approved records by Contract Change Order as provided herein.
- C. This Article 35 will have no application to overtime work that Contractor is required to perform due to its own failure to meet the Contract Schedule or, without limitation, due to any other fault of Contractor.

ARTICLE 36

Claims and Demands

- A. If Contractor claims that any written instructions issued after the Effective Date of the Contract, by drawings or otherwise, will involve extra costs, Contractor will not be entitled to reimbursement for such extra costs unless (i) Contractor notifies Architect/Engineer and City of such extra costs in writing within seven (7) Days after receipt of such instructions and prior to proceeding to execute any Work that Contractor contends will involve extra costs, and (ii) City consents to such extra costs in writing.
- B. Claims and demands for any other cause whatsoever, by Contractor against City, must be served in writing upon Architect/Engineer and City within fourteen (14) Days from the occurrence of the cause thereof, except as otherwise expressly provided herein, otherwise Contractor will be deemed to have waived such claims or demands.
- C. Except as otherwise provided in the Contract (including, without limitation, these General Conditions), any disagreements, protests, and claims will be resolved in accordance with Section 00199 of the 2024 OSSC.

ARTICLE 37

Taxes

City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

ARTICLE 38

City's Right to Occupy

- A. City has the right to occupy and/or use, ahead of schedule, all or any substantially completed or partially completed portion of the Project, notwithstanding the time of completion for all of the Work. If occupancy and/or use increases the cost of the Work (other than for delay or for corrections which are Contractor's responsibility), Contractor will be entitled to extra compensation. If such occupancy and/or use only delays completion of the Work, Contractor will be entitled only to any extension of time. Claims for extra compensation or extension of time will be made within five (5) Days of the event giving rise to the claim for extra compensation or extension of time, or not later than five (5) Days prior to City's intended date of occupancy and/or use.
- B. After City has taken occupancy of all or any substantially completed portion of the Project, Contractor will not disrupt the use and occupancy thereof to make corrections to the Work but will, at City's discretion, make such corrections at Contractor's expense outside of City's normal hours of operation or as City otherwise directs.

ARTICLE 39

City's Right to Terminate

- A. If Contractor (i) fails to perform the Work in accordance with the provisions of the Contract; (ii) fails to diligently prosecute the Work to completion in a timely, efficient, workmanlike, skillful and careful manner, and in strict accordance with the provisions of the Contract (including the scheduled Completion Date and any interim scheduled milestone dates); (iii) fails to deploy adequate qualified

personnel and/or equipment to complete the Work on time; (iv) fails to make prompt payments to its Subcontractors, suppliers, and/or laborers; and/or (v) fails to perform any other obligations under the Contract, then Contractor must cure any such default within seven (7) Days after written notice of the default or City will have the right to terminate the Contract and/or take possession of all or any part of Contractor's materials, equipment, supplies, and other property of any kind used in the performance of the Work and to use such property including engaging the services of other contractor(s). If the cost to City of performing the balance of the Work is more than the balance of the Contract Price that has not been paid to Contractor, Contractor will be liable, and will reimburse City, for such excess. No action taken by City hereunder will affect and/or be deemed a waiver of any rights and/or remedies available to City under the Contract, at law, and/or in equity, or otherwise relieve Contractor from any consequences and/or liabilities arising from such acts or omissions.

- B. If Contractor fails to perform the Work properly, fails to perform any provision of the Contract, or does or omits anything whereby safety or proper construction may be compromised or whereby damage or injury may result to persons or property, after three (3) Days' written notice to Contractor, City will have the right to make good all omissions or deficiencies and may deduct the cost therefore from the Contract Price. No action taken by City hereunder will affect and/or be deemed a waiver of any rights and/or remedies available to City under the Contract, at law, and/or in equity, or otherwise relieve Contractor from any consequences and/or liabilities arising from such acts or omissions.
- C. City may stop and/or suspend the Work, in whole or in part, and/or terminate the Contract for convenience and without cause by giving seven (7) Days' prior written notice of suspension or termination to Contractor. In such event, the Contract Price will be adjusted with respect to the Work satisfactorily completed at the time of termination. City will pay Contractor for Work satisfactorily completed according to the payment provisions of the Contract and City will reimburse Contractor for all costs necessarily incurred in organizing and carrying out the stoppage of the Work and paid directly by Contractor. City will not pay Contractor for any portion of the Work and/or Project that is not completed. City will not pay Contractor for loss of anticipated profits or revenue. City will not reimburse Contractor for any continuing contractual commitments to Subcontractors, suppliers, or others, or for penalties or damages for canceling such contractual commitments inasmuch as Contractor will make all subcontracts and other commitments subject to this provision.
- D. Contractor and City recognize that if Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of the Contract. Accordingly, Contractor and City agree that upon the occurrence of any such event, City may request of Contractor, or its successor in interest, assurance of future performance in accordance with the Contract. Upon failure to provide the requested assurance within ten (10) Days of the request, City may terminate the Contract.
- E. If City stops or suspends the Work, or terminates the Contract, and an arbitrator or a court determines that City's termination was wrongful, such termination will be deemed converted to a termination for convenience and without cause, as set forth above, and Contractor's remedy is limited to the recovery of the payments permitted for such termination for convenience and without cause as set forth in Article 39, paragraph C, above.

- F. Termination by City will not constitute a waiver and/or termination of any rights, remedies, claims, and/or causes of action City may have against Contractor under the Contract, at law, and/or in equity, which rights, remedies, claims, and/or causes of action will survive the earlier termination or expiration of the Contract.

ARTICLE 40

Arbitration

If any claim, dispute, or controversy arising out of or related to the Contract, the Work, and/or the Project occurs (a "Dispute"), City and Contractor, as well as any Subcontractor, will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved by arbitration in accordance with the then-effective arbitration rules of the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration will be entered in any court having jurisdiction thereof. City, Contractor, and all Subcontractors, sub-subcontractors, material suppliers, engineers, architects, designers, construction lenders, bonding companies, and all other parties concerned with and involved in the performance of the Contract are bound, each to the other, by this arbitration clause, provided such party has signed the Contract, or signs an agreement that incorporates the Contract by reference, or signs any other agreement to be bound by this arbitration clause. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate by any mediation process or mediator as the parties may agree upon. Any mediation or arbitration will take place in Harney County, Oregon. Contractor will include this Article 40 (Arbitration) provision in each subcontract that it enters into concerning the Work and/or the Project and will require that each Subcontractor include the same provision in each of the Subcontractor(s)' subcontracts with regard to any Dispute to which City is a party.

ARTICLE 41

Attorney Fees

If any arbitration or litigation is instituted to interpret, enforce, or rescind the Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order or judgment, as determined by the arbitrator or court.

ARTICLE 42

Assignment

- A. Contractor will not assign its rights and/or obligations under, or arising from, the whole or any part of the Contract or any subcontract without City's prior written consent.
- B. Contractor hereby assigns, to City (and its assigns), all interest in subcontracts and purchase orders, now existing or hereinafter entered into by Contractor, for performance of any part of the Work.

Assignment will be effective upon acceptance by City in writing and only as to those subcontracts and purchase orders that City so designates. City may accept assignment at any time during the performance of the Work prior to Final Completion. All of Contractor's subcontracts and purchase orders will provide that they are freely assignable by Contractor to City (and its assigns). It is agreed and understood that such assignment is part of the consideration to City for entering into the Contract and may not be withdrawn prior to Final Completion.

ARTICLE 43

Guarantees and Warranties

- A. In addition to any specific guarantees and warranties required by the Contract, Contractor guarantees to perform the Work to meet the highest standards for public water system construction and warranties and guarantees all Work against defects in materials and/or workmanship for a period of two (2) years from the date of Final Completion or Final Acceptance, whichever is later, early occupancy notwithstanding.
- B. All guarantees and/or warranties of equipment and/or materials furnished to Contractor or Subcontractors by any manufacturer or supplier will be deemed to run to the benefit of City. If any manufacturer or supplier of any equipment and/or material furnishes a guarantee or warranty for a period in excess of two (2) years from the date of the later of Final Acceptance or Final Completion, Contractor's warranty and guarantee, as provided in Article 43, paragraph A, will be deemed to extend for a like period as to such equipment and/or material.
- C. Contractor will fulfill any manufacturer's warranty for material or equipment installed.
- D. Within a reasonable time after receipt of written notice thereof, Contractor will correct defects in material and/or workmanship which exist prior to or during the period of any warranty or guarantee provided herein and will repair and correct any damage to other work and/or property caused by such defects at Contractor's own cost and expense and without cost and/or expense to City and without interruption to City's occupancy.
- E. Contractor's guarantees and warranties will not be construed to modify and/or limit any rights, claims, causes of action, and/or remedies, which City may otherwise have against Contractor under the Contract, at law, and/or in equity.

ARTICLE 44

Natural Resource Preservation/Environmental Pollution Prevention Agencies

Contractor will keep itself informed and at all times comply with any ordinance, law, rule, or regulation dealing with the prevention of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following is a list of agencies that may have enacted ordinances, laws, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources.

Federal Agencies:

Department of Agriculture

U.S. Forest Service

Natural Resource Conservation Service

Department of Defense

Army Corps of Engineers

Department of Energy

Federal Energy Regulatory Commission

Environmental Protection Agency
Health and Human Services Department
Department of Housing and Urban
Development
Solar Energy and Energy Conservation Bank
Department of the Interior
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Mineral Management Service
U.S. Fish and Wildlife Service
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Water Resources Council

State Agencies:

Department of Administrative Services
Department of Agriculture
Department of Consumer & Business Services
Oregon Occupational Safety & Health
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Mineral Industries
Oregon Health Authority
Historic Preservation Office
Department of Human Services
Land Conservation and Development
Commission
Department of Parks and Recreation
Soil and Water Conservation Commission
Department of State Lands
Department of Transportation
Water Resources Department

Local Agencies:

City of Burns City Council
Harney County Planning Commission
Harney County Court

ARTICLE 45
Environmental Contamination

- A. Contractor will be held responsible for and will indemnify, defend (with counsel of City's choice), and hold harmless City and City Representatives from and against any claims, actions, suits, liabilities, damages, losses, demands, costs, and/or expenses (including, without limitation, attorney fees), resulting from any spills, releases, discharges, leaks, and/or disposal of Hazardous Substances or other environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to by, the negligence and/or actions of Contractor, Contractor's Representatives, Subcontractors, Subcontractors' employees, or any failure to perform in accordance with the Contract (except to the extent otherwise void under ORS 30.140). Nothing in this Article 45, paragraph A, will limit Contractor's responsibility for obtaining insurance coverages required under Article 11 of these General Conditions, and Contractor will take no action that would void or impair such coverages.

Contractor will obtain City's written consent prior to bringing onto the Project Site any environmental pollutants or Hazardous Substances, as the same or reasonably similar terms are used in any applicable federal, state, and/or local statutes, rules, regulations, and/or ordinances. Notwithstanding such written consent from City, Contractor, at all times, will:

- i. properly handle, use, and dispose of all environmental pollutants and/or Hazardous Substances brought onto the Project Site, in accordance with all applicable federal, state, and/or local statutes, rules, regulations, and/or ordinances;
 - ii. be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants and/or Hazardous Substances which Contractor has brought onto the Project Site; and
 - iii. promptly employ properly qualified personnel to clean up, without cost and/or expense to City, such spills, releases, discharges, and/or leaks to City's satisfaction and in compliance with all applicable federal, state, and/or local statutes, rules, regulations, and/or ordinances.
- B. Contractor will report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found and/or defined in 40 CFR Part 302, Table 302.4 for Hazardous Substances, OAR chapter 340, and ORS chapter 466 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to City. Contractor will submit a written follow-up report to City within forty-eight (48) hours of the telephonic report. Such written report will contain, at a minimum, the following:
- i. A description of substances released (identity, quantity, manifest number, and all other documentation required by law, rule, and/or regulation).
 - ii. Whether the amount of substances released are Environmental Protection Agency and/or Department of Environmental Quality reportable, and, if so, when it was reported.
 - iii. The exact time and location of release, including a description of the area involved.
 - iv. The containment procedures initiated.
 - v. Summary of communications about the release that Contractor has had with members of the press or public officials other than City.

- vi. A description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.
 - vii. Personal injuries, if any, resulting from, or aggravated by, the release.
- C. Unless disposition of environmental pollution is specifically a part of the Contract, Contractor will immediately notify City of any Hazardous Substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. In addition to notifying City of any Hazardous Substance(s) discovered or encountered, Contractor will immediately cease working in any particular area of the Project Site where a Hazardous Substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's workforce. Upon being notified by Contractor of the presence of a Hazardous Substance(s) on the Project Site, City will arrange for the proper disposition of such Hazardous Substance(s).

ARTICLE 46 **Public Contract**

- A. Contractor will make payment promptly, as due, to all persons supplying to Contractor labor and/or materials for the performance of the Work provided for in the Contract.
- B. Contractor will pay all contributions or amounts due the Industrial Accident Fund from Contractor or any Subcontractor incurred in the performance of the Contract.
- C. Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or materials furnished for the Work.
- D. Contractor will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- E. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or any Subcontractor by any person in connection with the Contract as the claim becomes due, the proper officer or officers representing City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- F. If Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Contract within thirty (30) Days after receipt of payment from City or Contractor, Contractor or Subcontractor will owe the person the amount due plus interest charges commencing at the end of the ten-day (10-day) period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or Subcontractor on the amount due is nine percent (9%) per annum. The amount of interest may not be waived.
- G. If Contractor or any Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Oregon Construction Contractors Board ("CCB"), unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- H. The payment of a claim in the manner authorized in ORS 279C.515 does not relieve Contractor or Contractor's surety from obligations with respect to any unpaid claims.
- I. A person may not be employed by Contractor or any Subcontractor for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay:
 - i. For all overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the workweek is five (5) consecutive Days, Monday through Friday; or
 - ii. For all overtime in excess of ten (10) hours in any one (1) day or (forty) 40 hours in one (1) week when the workweek is four (4) consecutive Days, Monday through Friday; and
 - iii. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- J. Contractor will give notice in writing to employees either at the time of hire or before commencement of the Work, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Contractor will include an identical provision in its subcontracts and require all Subcontractors, of any tier, to include an identical provision in all subcontracts.
- K. Contractor must comply with the prohibition set forth in ORS 652.220. Contractor's compliance with such prohibition is a material element of the Contract. Contractor's failure to comply with such prohibition is a breach that entitles City to terminate the Contract for cause.
- L. 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.
- M. In the case of an agreement for "personal services" as defined in ORS 279C.100, the employee will be paid at least time and half for all overtime worked in excess of forty (40) hours in any one (1) week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- N. Any contract for services must contain a provision that requires that persons employed under the contract will receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.
- O. The provisions of ORS 279C.545 will apply to all claims for overtime under the Contract.
- P. Contractor will 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 or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from

the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

- Q. All employers, including Contractor, that employ subject workers who work under the Contract in the state of Oregon will comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its Subcontractors complies with these requirements.
- R. Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. If the Project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, all workers must be paid not less than the higher of the applicable state or federal prevailing rate of wage. Contractor will include the foregoing provision in each subcontract awarded under the Contract and will ensure that Subcontractors and any other subcontractors include the foregoing provision in each subcontract awarded under the Contract.
- S. Contractor represents and agrees that these General Conditions contain a sufficient provision stating that Contractor and every Subcontractor must have a public works bond filed with the CCB before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
 - i. Contractor must have a public works bond filed with the CCB before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
 - ii. Every subcontract must require the Subcontractor to have a public works bond filed with the CCB before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9).
- T. Contractor and any Subcontractor must comply with ORS 279C.838 and 279C.840 and the Davis-Bacon Act. The hourly rate of wage to be paid by Contractor or any Subcontractor subject to prevailing wage rates will be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.
- U. Contractor and every Subcontractor subject to prevailing wage rates will keep the prevailing wage rates for the Work posted in a conspicuous and accessible place on or about the Project Site.
- V. To the extent Contractor or any Subcontractor subject to prevailing wage rates will also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the Project, Contractor or Subcontractor, as applicable, will post notice describing such plans in a conspicuous and accessible place in or about the Project Site. The notice preferably will be posted in the same place as the notice required under Article 46, paragraph U, above. In addition to a description of the plans, the notice will contain information on how and where to make claims and where to obtain further information.
- W. Contractor or Contractor's surety, and every Subcontractor or Subcontractor's surety, will file certified statements with City in writing on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or the Subcontractor has employed on the Project, and that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement will be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety (as applicable) that Contractor or

Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to Contractor's or Subcontractor's knowledge. The certified statements will set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Each certified statement required will be delivered or mailed by Contractor or any Subcontractor to City. Certified statements will be submitted for each week during which Contractor or any Subcontractor employs a worker upon the Project and will be submitted once a month by the fifth (5th) business day of the following month. If Contractor fails to file the required certified statements, City will retain twenty-five (25%) percent of any amount earned by Contractor until Contractor has filed with City the certified statements as required by this Article 46, paragraph W. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

- X. Contractor or any subcontractor will preserve the certified statements for a period of three (3) years from the date of Final Completion.
- Y. Contractor represents and agrees that City has fully and timely included a provision that Contractor and any Subcontractor will comply with ORS 279C.840 in the advertisement for bids, the Invitation to Bid, and/or the Contract (including any and all Contract Documents) and that City has no liability for unpaid minimum wages.
- Z. City will make progress payments under the Contract monthly as the Work progresses. Payment will be based upon estimates of the Work completed that are approved by City. A progress payment will not be considered acceptance and/or approval of any Work and/or waiver of any defects therein. City will pay to Contractor interest on the progress payment, not including retainage, due to Contractor. The interest will commence thirty (30) Days after receipt of the invoice from Contractor or fifteen (15) Days after the payment is approved by City, whichever is the earlier date. The rate of interest charged to City on the amount due will equal three times the discount rate on ninety-day (90-day) commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the invoice from Contractor or fifteen (15) Days after the payment is approved by City, whichever is the earlier date, but the rate of interest may not exceed thirty percent (30%).
- AA. Interest will be paid automatically when payments become overdue. City will document, calculate, and pay any interest due when payment is made on the principal. Interest payments will accompany payment of net due on the Contract. City may not require Contractor to petition, invoice, bill, or wait additional Days to receive interest due.
- BB. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City and Contractor.
- CC. In instances when an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, City will so notify Contractor within fifteen (15) Days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven (7) Days of being notified by City, will not cause a payment to be made later than specified in Article 46, paragraph Z, unless interest is also paid.

- DD. If requested in writing by a first-tier Subcontractor, Contractor, within ten (10) Days after receiving the request, will send to the first-tier Subcontractor a copy of that portion of any invoice, request for payment submitted to City, or pay document provided by City to Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.
- EE. Contractor will include in each subcontract for property or services that Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing the Contract:
- i. A payment clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to Contractor by City under the Contract;
 - ii. 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 another method by which the Subcontractor may claim a payment due from Contractor;
 - iii. A clause that requires Contractor, except as otherwise provided in this Article 46, paragraph EE, 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:
 - a. Notifies the Subcontractor in writing at least forty-five (45) Days before the date on which Contractor makes the change; and
 - b. Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
 - iv. An interest penalty clause that obligates Contractor, if payment is not made within thirty (30) Days after receipt of payment from City, to pay the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to Article 46, subparagraph EE(i). Contractor or the first-tier Subcontractor will not be obligated to pay an interest penalty if the only reason that Contractor or the first-tier Subcontractor did not make payment when payment was due is that Contractor or the first-tier Subcontractor did not receive payment from City or Contractor when payment was due. The interest penalty will be:
 - a. Computed at the rate specified in ORS 279C.515(2); and,
 - b. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made.
- FF. Contractor will include in each of its subcontracts a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of Article 46, paragraph EE, in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- GG. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318 (individually and collectively, the "Tax Law(s)").

Contractor will comply with the Tax Laws. By signing the Contract, Contractor certifies, under penalty of perjury, that Contractor is, to the best of the Contractor's knowledge, not in violation of any Tax Law.

- HH. By signing the Contract, Contractor certifies that all Subcontractors performing Work that is "construction work," as such term is used in ORS chapter 701, will be registered with the CCB or licensed by the Oregon State Landscape Contractors Board in accordance with ORS 701.021 to 701.128 and/or ORS 671.510 to 671.760, as applicable, before the Subcontractors commence Work on the Project.
- II. The provisions of ORS 279C.605 will apply to any claims against Contractor's payment bond and/or public works bond.
- JJ. The provisions of ORS 279C.525 will apply to the Contract.
- KK. Contractor will comply and require all Subcontractors to comply with applicable requirements of all federal, state, and/or local laws, codes, statutes, ordinances, regulations, and rules, including, without limitation, those in ORS chapters 279A, 279B and 279C, and OAR chapter 137, divisions 46, 47, 48 and 49. To the extent that ORS chapters 279A, 279B and 279C, and OAR chapter 137, divisions 46, 47, 48 and 49, or any other laws, codes, statutes, ordinances, regulations, and/or rules require any term or condition to be included in the Contract, such term or condition is hereby incorporated by this reference. Nothing contained herein will be construed so as to require the commission of any act contrary to federal, state, and/or local law, code, statute, ordinance, regulation, or rule and whenever there is any conflict between any provisions contained herein and any federal, state, and/or local law, code, statute, ordinance, regulation, or rule, the provision of the Contract which is in conflict will be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, statute, ordinance, regulation, or rule.
- LL. Contractor will demonstrate that an employee drug testing program is in place.
- MM. To the extent that demolition is part of the Work, Contractor will salvage or recycle construction and demolition debris, if feasible and cost-effective.
- NN. To the extent lawn and landscape maintenance is part of the Work, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ARTICLE 47

Nonresident Bidders

ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder will promptly report to the Oregon Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency will satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." See required Oregon Nonresident Bidder Form at:

https://www.oregon.gov/dor/forms/FormsPubs/nonresident-bidder_800-020.pdf.

ARTICLE 48

Prevailing Rates of Wage

Applicable State of Oregon prevailing rates of wage are available electronically and accessible on the Internet at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. Applicable federal prevailing rates of wage are available electronically and accessible on the Internet at <https://sam.gov/content/wage-determinations>. The applicable prevailing wage rates accessible at the aforementioned web addresses are incorporated into the Contract. The applicable state and federal prevailing wage rates are also attached hereto as Exhibit H (State and Federal Prevailing Wage). Contractor, Subcontractors, and all other subcontractors must comply with the applicable prevailing wage rates. Contractor will ensure that its subcontracts with Subcontractors require that each Subcontractor pay the applicable prevailing wage rates and that Subcontractors include the same prevailing wage rate payment requirements in each of their subcontracts with lower-tier subcontractors, and so forth for any subcontractor at any tier. Contractor will include the attached Exhibit H (State and Federal Prevailing Wage) in all subcontracts with each Subcontractor and will require each Subcontractor and lower-tier subcontractor to include the same Exhibit H (State and Federal Prevailing Wage) in all subcontracts.

ARTICLE 49 Interpretation

For purposes of the Contract (including all Contract Documents), term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained in the Contract (including all Contract Documents) and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of all articles, sections, and paragraphs are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Contract (including all Contract Documents).

Exhibit B
Special Provisions

[attached]

Exhibit C
Plans

[attached]

Exhibit D
Specifications

[attached]

Exhibit E
Schedule of Prices

{attached}

Exhibit F
Required Federal Contract Provisions

1. **Termination for Cause and for Convenience and Breach of Contract.** Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms; and provide for such sanctions and penalties as appropriate.

The foregoing provision must be included in all construction contracts and subcontracts in excess of \$10,000.

2. **Equal Employment Opportunity.** Contractor will comply with 41 CFR Part 60. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The foregoing provision must be included in all construction contracts and subcontracts in excess of \$10,000.

3. **Davis-Bacon Act.** Contractor will comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), including payment of prevailing wages as determined by the U.S. Department of Labor. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants**. By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the **DBRA Requirements for EPA Subrecipients**. Contractor will ensure that its subcontracts with Subcontractors include the following statement: "By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the **DBRA Requirements for EPA Subrecipients**" and that Subcontractors include the same statement in each of their subcontracts, and so forth for any subcontractor at any tier.
4. **Copeland "Anti-Kickback" Act.** Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR part 3).

The foregoing provision must be included in all construction contracts and subcontracts.

5. **Contract Work Hours & Safety Standards Act.** Contractor will comply with 40 U.S.C. 3702 and 3704, requiring payment of overtime for hours worked over 40 in a week, and compliance with safety standards.
6. **Clean Air Act & Water Pollution Control Act.** Contractor will comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and report any violations.
7. **Suspension and Debarment.** Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension", and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under "search records".

The foregoing provision must be included in all construction contracts and subcontracts.

8. **Byrd Anti-Lobbying.** By signing the Contract, Contractor certifies that no federal appropriated funds have been or will be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
9. **Procurement of Recovered Materials.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.

The foregoing provision must be included in all construction contracts and subcontracts in excess of \$10,000.

10. **Whistleblower.** Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703(d).

The foregoing provision must be included in all construction contracts and subcontracts.

11. **Source of Funds.** Work under this contract is funded by the Bipartisan Infrastructure Law awarded by EPA through Business Oregon and The Oregon Health Authority.

The foregoing provision must be included in all construction contracts and subcontracts.

12. **Intellectual Property.** Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors under this contract, or developed under contract with the Contractor specifically to fulfill Contractor's obligations related to this contract.

The foregoing provision must be included in all construction contracts and subcontracts.

13. **Inspections; Information.** Contractor shall permit, and cause its subcontractors to allow City of Burns, the State of Oregon, the federal government, and any party designated by them to:

- Examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for four (4) years after final payments are made and any pending matters are closed.

The foregoing provision must be included in all construction contracts and subcontracts.

14. **Disadvantaged Business Enterprises.** The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Contractor must make the good faith efforts concerning disadvantaged business enterprises ("DBEs") as stated in 40 CFR § 33.301, including the following:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Tribal, State, and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

The foregoing provision must be included in all construction contracts and subcontracts.

- 15. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment includes: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; and (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any

system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

The foregoing provision must be included in all construction contracts and subcontracts.

- 16. American Iron and Steel.** The Contractor acknowledges to and for the benefit of the City of Burns ("City") and the State of Oregon (the "State") that it understands the goods and services under the Contract are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the Project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Contract. The Contractor hereby represents and warrants to and for the benefit of the City and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the City or State to recover as damages against the Contractor any loss, expense, or cost (including, without limitation, attorney's fees) incurred by the City and/or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). While the Contractor has no direct contractual privity with the State, as a lender to the City for the funding of its Project, the City and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The foregoing provision must be included in all construction contracts and subcontracts.

- 17. Build America Buy America Act (BABA).** The Contractor acknowledges to and for the benefit of the City of Burns ("City") and the State of Oregon (the "State") that it understands the goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the Project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Contract. The Contractor hereby represents and warrants to and for the benefit of the City and the State (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the Project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the

City or the State. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the City and/or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, any damages owed to the State by the City). If the Contractor has no direct contractual privity with the State, as a lender or awardee to the City for the funding of the Project, the City and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The foregoing provision must be included in all construction contracts and subcontracts.

- 18. Federal Labor Standards.** Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage "Prevailing Wage Rate for Public Works Contracts in Oregon" (if applicable) or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Business Oregon. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one

classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's website, <https://sam.gov>.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State

Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

The foregoing provision must be included in all construction contracts and subcontracts.

19. Davis-Bacon and Federal Labor Standards for Construction Contracts and Subcontracts Greater than \$100,000.

(a) Contract Work Hours and Safety Standards Act. Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in 29 CFR Part 5 and 2 CFR 200 Appendix II(E). By accepting the Contract, Contractor agrees to comply with the requirements of CWHSSA described below, in addition to the DBRA Requirements for Contractors Under EPA Grants. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the

underpayment. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1).

(3) Withholding for unpaid wages and liquidated damages.

- (i) **Withholding Process.** The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.
- (ii) **Priority to Withheld Funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its re-procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (a)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any

workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-Retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part

(b) Payroll Records. In addition to the clauses contained in (a)(1) through (5) in this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Compliance Verification.

(1) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial

interviews or other information indicated that there is a risk that the Contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(3) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each Contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The sub-recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

(d) Links to the required EPA Contract Provisions for Davis-Bacon and Related Acts. Link(s) to the following contract provisions for Davis-Bacon and Related Acts (DBRA) must be included in all contracts to which Davis-Bacon and Related Acts apply:

- <https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>
- [dbra requirements for contractors and subcontractors under epa grants.pdf](#)
- [https://www.epa.gov/system/files/documents/2023-10/dbra requirements for contracts in excess of 100 000 under epa grants.pdf](https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf)

The contract provisions provided through the links above are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

The foregoing provisions must be included in all construction contracts and subcontracts greater than \$100,000.

20. Environmental and Natural Resource Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The foregoing provisions must be included in all construction contracts and subcontracts greater than \$100,000.

- 21. Prohibition on the Use of Federal Funds for Lobbying.** Contractor must complete the Certification Regarding Lobbying (Exhibit G) on the following page.
- 22. Domestic preferences for procurements.** Contractor and all subcontractors should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). *The requirements of this section must be included in all contracts and subcontracts.* For purposes of this section (a) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (b) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 23. Non-Discrimination.** Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of the Contract. Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of the Contract which may result in the termination of the Contract or other legally available remedies.

Exhibit G

Certification Regarding Lobbying

Prohibition on the Use of Federal Funds for Lobbying (Awards to Contractors and Subcontractors in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit H
State and Federal Prevailing Wage

(the higher of the applicable state or federal prevailing wage will apply)

[attached]

Base Bid - Schedule B: Sheets G-1.0 to C-1.12, H-1.0 to D-5.0						
Part 00100 - General Conditions						
45	Mobilization (not to exceed 8%)	00710	1	Lump Sum	\$125,315.00	\$125,315.00
46	Temporary Work Zone Traffic Control, Complete	00221	1	Lump Sum	\$15,000.00	\$15,000.00
47	Erosion and Sediment Control	00280	1	Lump Sum	\$7,500.00	\$7,500.00
Part 00300 - Roadwork						
48	Construction Survey Work	00305	1	Lump Sum	\$12,500.00	\$12,500.00
49	Removal of Existing Hydrants	00310	16	Each	\$500.00	\$8,000.00
50	Removal of Existing Valves	00310	11	Each	\$425.00	\$4,675.00
51	Clearing and Grubbing	00320	1	Lump Sum	\$3,500.00	\$3,500.00
Part 00700 - Wearing Surfaces						
52	Concrete Curb, 6-inch	00759	648	LF	\$25.00	\$16,200.00
53	Concrete Driveways	00759	90	Square Foot	\$15.00	\$1,350.00
54	Concrete Walks	00759	210	Square Foot	\$12.00	\$2,520.00
Part 01100 - Water Supply Systems						
55	4 inch C900 Potable Water Pipe, Fittings and Couplings with Restrainted Joints and Class B Backfill	01140	560	LF	\$82.50	\$46,200.00
56	8 inch C900 Potable Water Pipe, Fittings and Couplings with Restrainted Joints and Class B Backfill	01140	7,270	LF	\$87.25	\$635,382.50
57	10 inch C900 Potable Water Pipe, Fittings and Couplings with Restrainted Joints and Class B Backfill	01140	50	LF	\$102.50	\$5,125.00
58	12 inch C900 Potable Water Pipe, Fittings and Couplings with Restrainted Joints and Class B Backfill	01140	40	LF	\$109.00	\$4,360.00
59	6 inch Ductile Iron Pipe with Restrainted Joints and Class B Backfill	01140	834	LF	\$112.85	\$94,116.90
60	Connection to Existing Main	01140	51	Each	\$1,850.00	\$94,350.00
61	4 inch Gate Valve	01150	1	Each	\$1,200.00	\$1,200.00
62	6 inch Gate Valve	01150	50	Each	\$1,525.00	\$76,250.00
63	8 inch Gate Valve	01150	17	Each	\$2,350.00	\$39,950.00
64	Hydrant Assemblies	01160	41	Each	\$5,450.00	\$223,450.00
65	Reconnecting Existing Hydrants	01160	4	Each	\$1,600.00	\$6,400.00
66	1-1/2 inch and Under Replacement Water Meter Box (To be Placed as Directed)	01170	13	Each	\$550.00	\$7,150.00
67	2 inch Replacement Water Meter Vault	01170	1	Each	\$2,985.00	\$2,985.00
68	3/4 inch Water Service Connection Piping	01170	2,962	LF	\$40.00	\$118,080.00
69	1.5 inch Water Service Connection Piping	01170	15	LF	\$83.50	\$1,252.50
70	2 inch Water Service Connection Piping	01170	10	LF	\$92.75	\$927.50
71	3/4 inch Water Meter Assembly	01170	98	Each	\$850.00	\$83,300.00
72	1.5 inch Water Meter Assembly	01170	1	Each	\$2,375.00	\$2,375.00
73	2 inch Water Meter Assembly	01170	1	Each	\$2,755.00	\$2,755.00
74	Reconnecting Existing Water Services, 3/4 inch	01170	98	Each	\$205.00	\$20,090.00
75	Reconnecting Existing Water Services, 1.5 inch	01170	1	Each	\$650.00	\$650.00
76	Reconnecting Existing Water Services, 2 inch	01170	1	Each	\$1,115.00	\$1,115.00
Total Cost of Construction: Schedule B						\$1,712,274.40

Addendum No1 2/2/2026 *BS*

Addendum No2 2/12/2026 *BS*

Addendum No3 2/18/2026 *BS*

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts



Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2026



CHRISTINA E. STEPHENSON
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2026.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

A handwritten signature in black ink, appearing to be "C. Stephenson", with a long horizontal line extending to the right.

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

Separate documents, *Definitions of Covered Occupations for Public Works Contracts in Oregon*, provide occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at <https://www.oregon.gov/boli>, as well as additional information, supporting documents, and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates



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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. 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.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite, so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

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 an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers their 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.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2).
ORS 279C.540(2); OAR 839-025-0034.*

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 Contractors' Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language 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 must contain language requiring the contractor:
 - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
 - 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 between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) A map of these regions can be found on BOLI's website.

To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet Definitions of Covered Occupations to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.
2. *Find the correct occupation in the "Prevailing Wage Rate for Public Works Contracts" below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at

<https://www.oregon.gov/boli/employers/Documents/2024%20PWR%20Law%20book%20-%20FINAL.pdf>.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 245-3844.

Prevailing Wage Rates by Occupations—Table of Contents

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.

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<u>Boilermaker</u>	<u>5</u>
<u>Bricklayer/Stonemason</u>	<u>5</u>
<u>Bridge and Highway Carpenter (See Carpenter Group 5)</u>	<u>5</u>
<u>Carpenter</u>	<u>5</u>
<u>Cement Mason</u>	<u>6</u>
<u>Diver</u>	<u>7</u>
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<u>Marble Setter</u>	<u>17</u>
<u>Millwright Group 1 (See Carpenter Group 3)</u>	<u>5</u>
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<u>Plasterer and Stucco Mason</u>	<u>18</u>
<u>Plumber/Pipefitter/Steamfitter</u>	<u>18</u>
<u>Power Equipment Operator</u>	<u>19</u>
<u>Roofer</u>	<u>21</u>
<u>Sheet Metal Worker</u>	<u>22</u>
<u>Soft Floor Layer</u>	<u>24</u>
<u>Sprinkler Fitter</u>	<u>24</u>
<u>Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)</u>	<u>24</u>
<u>Tender to Plasterer and Stucco Mason</u>	<u>25</u>
<u>Testing and Balancing (TAB) Technician</u>	<u>25</u>
<u>Tile Setter/Terrazzo Worker: Hard Tile Setter</u>	<u>25</u>
<u>Tile, Terrazzo, and Marble Finisher</u>	<u>25</u>
<u>Truck Driver</u>	<u>26</u>

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****ASBESTOS WORKER/INSULATOR**

62.02 25.42

Firestop Containment

48.74 18.89

BOILERMAKER

45.33 32.22

BRICKLAYER/STONEMASON

49.60 25.92

This trade is tended by "Tenders to Mason Trades."

Add \$1.00 per hour to base rate for refractory repair work.

CARPENTER**Zone A (Base Rate)**

Group 1	54.69	16.81
Group 2	54.86	16.81
Group 3 (Millwrights)	61.57	22.38
Group 4	Eliminated	
Group 5 (Bridge & Highway)	56.06	16.81
Group 6 (Piledrivers)	56.06	16.81

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.

Reference Cities for Group 1 and 2 Carpenters

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

See more information on Reference Cities for Zone Differential and Premium Pays on page 6.

CARPENTER (continued)**Reference Cities for Group 3 Carpenters**

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

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 via Google Maps) 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).

Group 1, 2, 5, and 6:

Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1, 2, and 3:

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

Group 5 and 6:

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

Group 6:

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

CEMENT MASON

This trade is tended by "Concrete Laborer."

Group 1	46.13	22.31
Group 2	47.09	22.31
Group 3	47.09	22.31
Group 4	48.05	22.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate

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

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

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

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

CEMENT MASON (continued)**Reference Cities for Cement Mason**

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes 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.

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

DIVER & DIVER TENDER**Zone 1 (Base Rate)**

DIVER	108.33	20.40
DIVER TENDER	64.32	20.40

Any Diver or Diver's Tender working on a project more than 50 miles from Portland, OR city hall shall receive forty dollars (\$40.00) per day in addition to their regular pay. Miles are calculated via the "shortest route" filter using Google Maps from Portland, OR city hall or the employee's primary residence; whichever one is closer

Diver Depth Pay:

Depth Below Water Surface (FSW)	Daily Depth Pay
50-100 ft.	2.00 per foot over 50 feet
101-150 ft.	3.00 per foot over 100 feet
151-220 ft.	4.00 per foot over 150 feet
Over 220 ft.	5.00 per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled in the Enclosure	Daily Enclosure Pay
0 – 25ft.	N/C
25 – 300 ft.	1.00 per foot from the entrance
300 – 600 ft.	1.50 per foot beginning at 300 ft.
Over 600 ft.	2.00 per foot beginning at 600 ft.

DREDGER**Zone A (Base Rate)**

Leverman (Hydraulic & Clamshell)	58.75	16.95
Assistant Engineer (Watch Engineer, Mechanic Machinist)	55.59	16.95
Tenderman (Boatman Attending Dredge Plant), Fireman	54.10	16.95
Fill Equipment Operator	52.93	16.95
Assistant Mate	50.23	16.95

See more information on Zone Differential on page 8.

DREDGER (continued)**Zone Differential for Dredgers – Add to Zone A Base Rate**Zone B: **3.00** per hourZone 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

1. DRYWALL INSTALLER	54.49	17.01
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2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	54.49	17.01
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Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer**Zone mileage based on road miles:**Zone B 61-80 miles **6.00** per hourZone C 81-100 miles **9.00** per hourZone D 101 or more **12.00** per hour

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

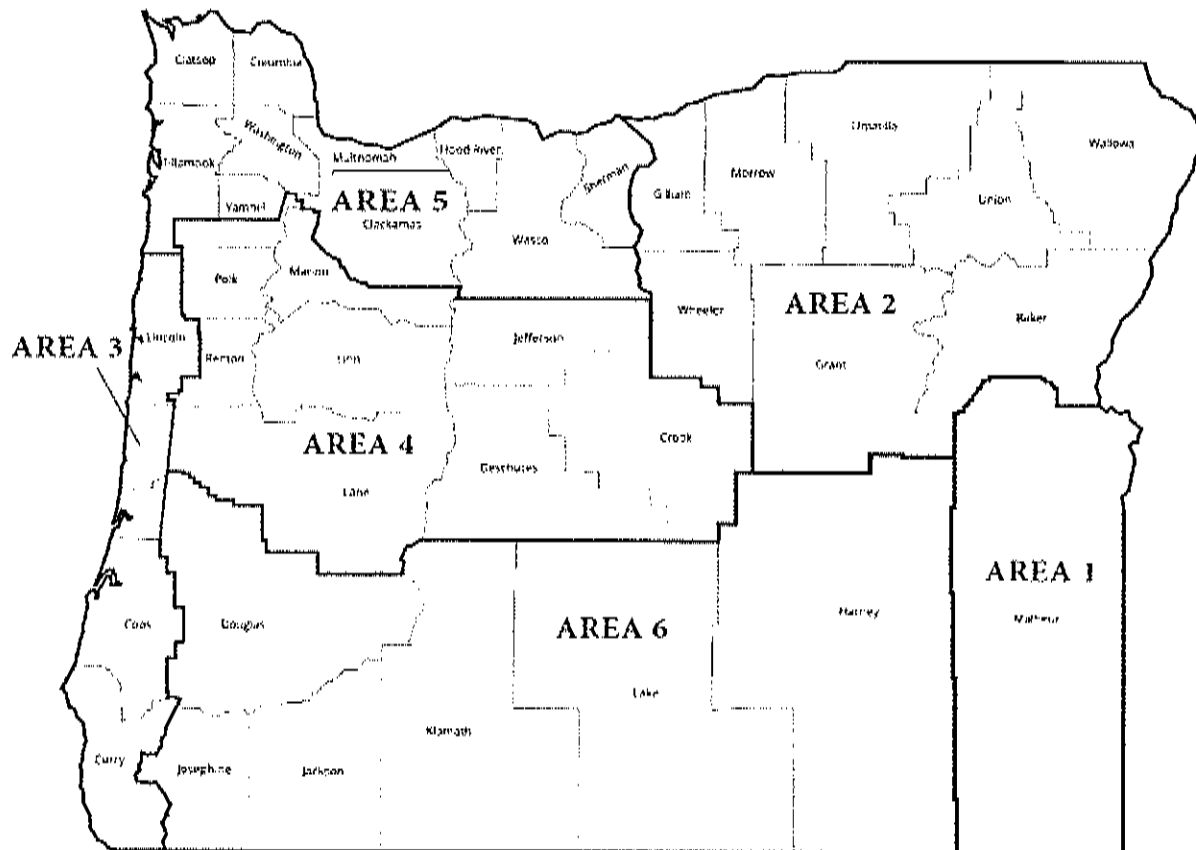
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1

Electrician	45.33	20.41
Wireman Welder/Cable Splicer	49.86	20.66

Reference County

Malheur

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 10% for all hours worked
3 rd Shift "graveyard":	Between the hours of 12:30am and 9:00am	— 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Work will be paid at time and one half the regular rate: (1) When workmen are under compressed air or where gas masks are required; (2) When working tunnels or shafts where danger of falling rocks or other debris exists; and (3) When working from suspended or swinging scaffolds or boson's chairs.

ELECTRICIAN (continued)**Area 2**

Electrician	60.00	27.78
Cable Splicer	63.00	27.87
Certified Welder	75.00	28.23
Material Handler	36.00	20.76

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

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

Area 3

Electrician	53.20	29.01
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Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying west of the red line on the Electrician Area Map posted above.

Shift Differential*

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

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

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

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

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

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****ELECTRICIAN** (continued)**Area 4**

Electrician	59.34	26.17
Cable Splicer	65.27	26.35
Lighting Maintenance/Material Handler	31.60	11.45

Reference Counties for Area 4

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

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

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.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Area 5

Electrician	65.50	34.04
Electrical Welder	72.05	34.23
Material Handler/Lighting Maintenance	37.34	24.08

Reference Counties

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

(d) The portion of Yamhill County lying **north** of the red line on the Electrician Area Map posted above.

Shift Differential*

1 st Shift "day"	Between the hours of 7:00am and 5:30pm – 8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 3:00am – 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 11:00am – 8 hours pay for 8 hours work plus 31.4% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information about Zone Pay on page 12.

ELECTRICIAN (continued)

Zone Pay for Area 5 – Electrician and Electrical Welder – Add to Basic Hourly Rate

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

When workers are performing electrical work on a structure at or above the 90 ft. level directly above the ground, floor, roadway, roof or water where scaffolding or special safety devices which have not been approved by the Occupational Safety and Health Administration are used, the wage rate for such work shall be double the straight time hourly rate.

Area 6

Electrician	47.04	21.84
Lighting Maintenance and Material Handler	23.53	11.21

Reference Counties

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) The portion of Douglas county lying east of the red line on the Electrician Area Map posted above.

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 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	– 8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground:	Add 1 ½ x the base rate
90+ feet to the ground:	Add 2 x the base rate

When such work is performed outside of the regularly scheduled working hours, workmen shall be paid three (3) times the regular rate of pay. An assignment of work referred to in this Section shall entitle the workman to the premium rate for a period of at least two (2) hours.

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC****Area 1**

Mechanic 70.47 44.62

Reference Counties

Baker Union Wallowa

Umatilla – See Area 2 rate

Area 2

Mechanic 70.76 44.65

Reference Counties

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

FENCE CONSTRUCTOR (NON-METAL) 41.10 18.30

FENCE ERECTOR (METAL) 41.10 18.30

GLAZIER 53.15 23.31

Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER 31.03 18.18

HIGHWAY/PARKING STRIPER 71.89 19.50

Occupation and Premium/Differential Pay

Base Rate / Fringe Rate

IRONWORKER

Zone 1 (Base Rate): 49.80 34.98

Zone Differential for Ironworker – Add to Basic Hourly Rate

Zone 2: 8.13/hr. or \$65.00 maximum per day

Zone 3: 11.25/hr. or \$90.00 maximum per day

Zone 4: 16.25/hr. or \$130.00 maximum per day

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

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and 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

Portland

LABORER

Zone A (Base Rate):

Group 1 (Includes Flagger) 41.10 18.30

Group 2 42.47 18.30

Group 3 43.00 18.30

Group 4 36.13 18.30

Group 5 (Landscape Laborer) 29.42 18.30

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: 4.00 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	

See more information on Zone Differential and Live Sewer Pay on page 15.

LABORER (Continued)

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

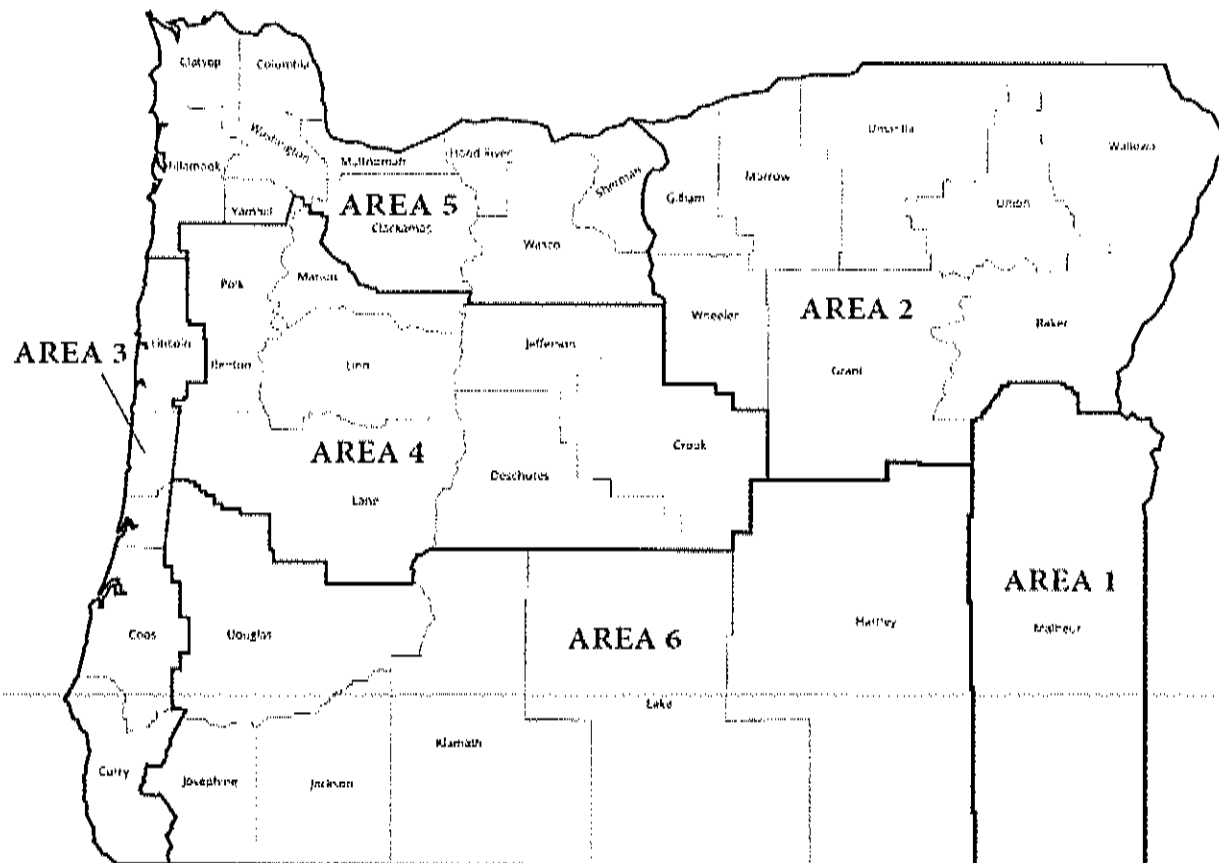
Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5)

See Laborer Group 5 Rate

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1

37.90

18.10

Reference County

Malheur

LIMITED ENERGY ELECTRICIAN (continued)

Area 2	40.47	18.76
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Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3	43.11	26.08
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Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying west of the red line on the Electrician Area Map posted above

Area 4	44.79	20.39
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Reference Counties

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

(b) Those portions of Lane and Douglas counties lying east of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying south of the red line on the Electrician Area Map posted above.

Area 5	54.50	28.76
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Reference Counties

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

(d) The portion of Yamhill county lying north of the red line on the Electrician Area Map posted above.

Area 6	36.58	19.00
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Reference Counties

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) The portion of Douglas county lying east of the red line on the Electrician Area Map posted above.

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****LINE CONSTRUCTOR****Area 1 (All Regions)**

Group 1	75.47	27.15
Group 2	67.38	26.78
Group 3	41.12	17.94
Group 4	57.95	23.16
Group 5	50.54	19.42
Group 6	40.43	18.97
Group 7	22.84	14.16

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER

50.60 25.92

This trade is tendered by "Tile, Terrazzo, & Marble Finishers." Add \$1.00 per hour to base rate for refractory repair work.

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	37.74	16.82
INDUSTRIAL PAINTING	39.94	16.82
BRIDGE PAINTING	46.83	16.82

Shift Differential for Painter

Add \$2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

DRYWALL TAPER

<u>Zone A (Base Rate)</u>	48.02	21.53
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Zone Differential for Drywall Taper – Add to Zone A Base Rate

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

Zone A: Projects located less than 61 miles from the respective city hall of the dispatch cities listed.
Zone B: Projects located 61 miles to 80 miles.
Zone C: Projects located 81 miles to 100 miles.
Zone D: Projects located 101 miles or more.

See more information on Dispatch Cities for Zone Differential on page 18.

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****PAINTER & DRYWALL TAPER** (continued)**Dispatch Cities for Drywall Taper**

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

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

<u>Zone A</u> (Base Rate)	46.56	19.83
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Zone Differential for Plasterer and Stucco Mason – Add to Zone A Base Rate

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

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

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

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

Add \$1.00 to base rate for swinging scaffold work.

Add \$2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1</u>	*****	*****
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Reference Counties

Harney – See Area 3 rates Malheur – See Area 3 rates

Baker – See Area 2 rates

<u>Area 2</u>	65.20	34.91
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Reference Counties

Baker	Morrow	Wallowa
Gilliam	Union	Wheeler
Grant	Umatilla	

See more information about Zone Pay on page 19

A detailed map of Zone 1, covering parts of Oregon and Washington. The map shows county boundaries and names: Clatsop, Columbia, Tillamook, Washington, Multnomah, Yamhill, Polk, Hood, Clackamas, and Marion Forest. Major highways are marked with shields: 26, 84, and 22. Cities and towns labeled include Astoria, Warrenton, Portland, Salem, Eugene, and others. A scale bar indicates 0 to 10 miles. A north arrow is located in the top right corner.

POWER EQUIPMENT OPERATOR (continued)**Zone 1 (Base Rate)**

Group 1	58.94	17.15
Group 1A	61.10	17.15
Group 1B	63.26	17.15
Group 2	57.03	17.15
Group 3	55.88	17.15
Group 4	52.55	17.15
Group 5	51.31	17.15
Group 6	48.09	17.15

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

Zone 2: 3.00 per hour

Zone 3: 6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

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

See more information on Hazard Pay and Shift Differential calculation on page 21.

POWER EQUIPMENT OPERATOR (continued)

Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

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.

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) 245-3844.

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.

ROOFER**Area 1****44.51****22.70****Reference Counties**

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

ROOFER (continued)

Area 2 40.15 18.97

Reference Counties

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

Crook – See Area 1 rates Deschutes – See Area 1 rates

Application, spudding and cutting or removal of coal tar products 10% over basic wage scale.

Application, spudding and cutting fiberglass insulation add a 10% over the basic wage scale.

Area 4 44.51 22.70

Reference County

Umatilla Union Wallowa

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Area 5 44.51 22.70

Reference County

Morrow

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials. Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

SHEET METAL WORKER

Area 1 56.24 32.77

Reference Counties

Benton	Deschutes	Lincoln	Polk	Washington
Clackamas	Gilliam	Linn	Sherman	Wheeler
Clatsop	Grant	Marion	Tillamook	Yamhill
Columbia	Hood River	Morrow	Umatilla	
Crook	Jefferson	Multnomah	Wasco	

See more information on Shift Differential calculation and Hazard Pay on page 23.

SHEET METAL WORKER (Continued)**Swing Shift Operations:**

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$8.25 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$12.65 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Area 2**Reference Counties**

Baker – See Area 3 rate Malheur – See Area 4 rate

Area 3

50.00

28.37

Reference Counties

Baker Union Wallowa

Morrow – See Area 1 rate Umatilla – See Area 1 rate

Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

Area 4

45.14

30.45

Reference Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

Coos – See Area 5 rate Curry – See Area 5 rate

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.76 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.37 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****SHEET METAL WORKER** (Continued)**Area 5****45.45****31.54****Reference Counties**

Coos Curry

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$6.81 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.44 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder. Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SOFT FLOOR LAYER**44.28****19.17****SPRINKLER FITTER****Area 1****51.65****28.87****Reference Counties**

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

Area 2**44.40****28.86****Reference Counties**

Baker Union Wallowa

Gilliam – See Area 1 rate	Malheur – See Area 1 rate	Umatilla – See Area 1 rate
Grant – See Area 1 rate	Morrow – See Area 1 rate	

TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)**45.79****17.80**

Add \$0.50 to base rate for refractory repair work.

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****TENDER TO PLASTERER AND STUCCO MASON****Zone A (Base Rate)****44.79****18.30****Zone Differential for Tender to Plasterer and Stucco Mason – Add to Zone A Base Rate****Zone B: 6.00 per hour****Zone C: 9.00 per hour****Zone D: 12.00 per hour****Zone A: Projects located within 60 miles of city hall in the reference cities listed.****Zone B: More than 61 miles but less than 80 miles.****Zone C: More than 81 miles but less than 100 miles.****Zone D: More than 101 miles****Reference Cities**

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

Add \$0.50 to base rate for refractory repair work.**TESTING AND BALANCING (TAB) TECHNICIAN****For work performed under the Sheet Metal classification, including Air-Handling Equipment, Ductwork****See SHEET METAL WORKER RATE****For work performed under the Plumber/Pipefitter/Steamfitter classification, including Water Distribution Systems****See PLUMBER/PIPEFITTER/STEAMFITTER RATE****TILE SETTER/TERRAZZO WORKER: Hard Tile Setter****43.93****22.51****This trade is tended by "Tile, Terrazzo, & Marble Finisher." Add \$2.00 when performing terrazzo work.****Add \$1.00 when working with epoxy, furnane, or alkyl acetylene.****TILE, TERRAZZO, AND MARBLE FINISHER****1. TILE, TERRAZZO FINISHER****32.68****16.93****Add \$2.00 when performing terrazzo work.****Add \$1.00 when working with epoxy, furnane, or alkyl acetylene.****2. BRICK & MARBLE FINISHER****32.68****17.06****Add \$1.00 per hour to base rate for refractory repair work.**

Occupation and Premium/Differential Pay**Base Rate / Fringe Rate****TRUCK DRIVER****Zone A (Base Rate)**

Group 1	35.41	18.30
Group 2	35.57	18.30
Group 3	35.74	18.30
Group 4	36.08	18.30
Group 5	36.35	18.30
Group 6	36.57	18.30
Group 7	36.82	18.30

Zone Differential for Truck Drivers – Add to Zone A Base Rate

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

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

Reference Cities

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

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).

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026**

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. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

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) 245-3844.

Contractor	Address	Date placed	Removal date
A1 Dumptruck Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Cameron Creations, Steven Cameron, Nancy Cameron *	PO Box 2 Lowell, OR 97452	5/25/2000	
David Miller *	731 NW Naito Parkway, #215 Portland, OR 97209	6/17/2020	
Eugene Graeme	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
Lisa Hoang aka Kim Lien Hoang aka Lien Kim Hoang aka Kim Hope aka Lisa K Ryan aka Ryan Lien Hoang aka Kim L Hoang aka Lien Hoang Ryan aka Lien K Hoang-Ryan aka Hoang K Lien aka Lisa Hall aka Lisa Kim Ryan aka Lien Ryan aka Lien Hoang Ryan aka Kim Hoang Lien aka K Lisa Hoang	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
NW Flagging LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026**

Contractor	Address	Date placed	Removal date
Oregon Building & Landscaping Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC*	731 NW Natio Parkway #215 Portland, OR 97209	6/17/2020	
Regional Traffic Management LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Sang In Nam dba Cornerstone Janitorial Services*	130 NE Danbury Ave Hillsboro, OR 97124	9/20/2016	
WCI Construction LLC	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027

* Not to be removed from debarment.

Prevailing Wage Rate Laws Handbook

The 2024 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx>.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

ASBESTOS WORKER

	<i>Period</i>			
\$62.02	1st Yr/1st 6 mos	45%	\$23.16	\$17.68
\$25.42	1st yr/2nd 6 mos	50%	\$26.31	\$21.65
	2nd Year	65%	\$35.76	\$21.65
	3rd Year	75%	\$40.32	\$31.37
	4th Year	85%	\$46.62	\$31.37

BOILERMAKER

	<i>Hours</i>			
\$45.33	0-1000	70%	\$31.73	\$32.22
\$32.22	1001-2000	75%	\$34.00	\$32.22
	2001-3000	80%	\$36.26	\$32.22
	3001-4000	85%	\$38.53	\$32.22
	4001-5000	90%	\$40.80	\$32.22
	5001-6000	95%	\$43.06	\$32.22

BRICK AND MARBLE FINISHER

\$32.68	1-1000 hrs	\$24.06	\$16.34
\$17.06	1001-2000 hrs	\$26.88	\$16.34

BRICKLAYER

	<i>Hours</i>			
\$49.60	1-1000	50%	\$24.80	\$25.92
\$25.92	1000-2000	55%	\$27.28	\$25.92
	2000-3000	60%	\$29.76	\$25.92
	3000-4000	70%	\$34.72	\$25.92
	4000-5000	80%	\$39.68	\$25.92
	5000-6000	90%	\$44.64	\$25.92

CARPENTER

	<i>Group 1</i>	<i>Period</i>			
\$54.69		1st	60%	\$32.81	\$16.81
\$16.81		2nd	65%	\$35.55	\$16.81
		3rd	70%	\$38.28	\$16.81
		4th	75%	\$41.02	\$16.81
		5th	80%	\$43.75	\$16.81
		6th	85%	\$46.49	\$16.81
		7th	90%	\$49.22	\$16.81
		8th	95%	\$51.96	\$16.81

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe	
Journeyman Fringe Rate		Hours	Rate	Rate	
CARPENTER (continued)					
	Group 2	Period			
\$54.86		1st	60%	\$32.92	\$16.81
\$16.81		2nd	65%	\$35.66	\$16.81
		3rd	70%	\$38.40	\$16.81
		4th	75%	\$41.15	\$16.81
		5th	80%	\$43.89	\$16.81
		6th	85%	\$46.63	\$16.81
		7th	90%	\$49.37	\$16.81
		8th	95%	\$52.12	\$16.81
	Group 3	Period			
\$61.57		1st	60%	\$36.94	\$17.38
\$22.38		2nd	65%	\$40.02	\$17.38
		3rd	70%	\$43.10	\$22.38
		4th	75%	\$46.18	\$22.38
		5th	80%	\$49.26	\$22.38
		6th	85%	\$52.33	\$22.38
		7th	90%	\$55.41	\$22.38
		8th	95%	\$58.49	\$22.38
	Group 4 - Eliminated				
	Group 5	Period			
\$56.06		1st	60%	\$33.64	\$16.81
\$16.81		2nd	73%	\$40.92	\$16.81
		3rd	75%	\$42.05	\$16.81
		4th	80%	\$44.85	\$16.81
		5th	83%	\$46.53	\$16.81
		6th	85%	\$47.65	\$16.81
		7th	90%	\$50.45	\$16.81
		8th	95%	\$53.26	\$16.81
	Group 6	Period			
\$56.06		1st	60%	\$33.64	\$16.81
\$16.81		2nd	73%	\$40.92	\$16.81
		3rd	75%	\$42.05	\$16.81
		4th	80%	\$44.85	\$16.81
		5th	83%	\$46.53	\$16.81
		6th	85%	\$47.65	\$16.81
		7th	90%	\$50.45	\$16.81
		8th	95%	\$53.26	\$16.81

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

CEMENT MASON

	Hours			
\$46.13	1-1000	55%	\$25.95	\$20.91
\$22.31	1001-2000	65%	\$30.74	\$20.91
	2001-3000	70%	\$33.14	\$20.91
	3001-4000	75%	\$35.54	\$20.91
	4001-5000	85%	\$40.34	\$20.91
	5001-6000	90%	\$42.73	\$20.91

DRYWALL INSTALLER

	Period			
\$54.49	1st	60%	\$32.69	\$10.11
\$17.01	2nd	65%	\$35.42	\$10.11
	3rd	70%	\$38.14	\$17.01
	4th	75%	\$40.87	\$17.01
	5th	80%	\$43.59	\$17.01
	6th	85%	\$46.32	\$17.01
	7th	90%	\$49.04	\$17.01
	8th	95%	\$51.77	\$17.01

DRYWALL TAPER

	Hours			
\$48.02	1st 1000	60%	\$28.81	\$9.16
\$21.53	2nd 1000	70%	\$33.61	\$9.16
	3rd 1000	75%	\$36.02	\$21.53
	4th 1000	80%	\$38.42	\$21.53
	5th 1000	85%	\$40.82	\$21.53
	6th 1000	90%	\$43.22	\$21.53

ELECTRICIAN

Area 1				
	Period			
\$45.33	1st	49%	\$22.21	\$11.02
\$20.41	2nd	54%	\$24.48	\$11.15
	3rd	59%	\$26.74	\$16.06
	4th	64%	\$29.01	\$16.59
	5th	74%	\$33.54	\$17.65
	6th	84%	\$38.08	\$18.72
Area 2				
	Period			
\$60.00	1st	40%	\$24.00	\$11.25
\$27.78	2nd	45%	\$27.00	\$18.68
	3rd	50%	\$30.00	\$19.51
	4th	65%	\$39.00	\$21.99
	5th	80%	\$48.00	\$24.47
	6th	85%	\$51.00	\$25.30

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe	
Journeyman Fringe Rate		Hours	Rate	Rate	
<u>ELECTRICIAN</u> (continued)					
	Area 3	Period			
\$53.20		1st	50%	\$26.60	\$13.65
\$29.01		2nd	55%	\$29.26	\$13.80
		3rd	60%	\$31.92	\$22.24
		4th	65%	\$34.58	\$23.09
		5th	70%	\$37.24	\$23.93
		6th	80%	\$42.56	\$25.62
	Area 4	Period			
\$59.34		1st	45%	\$26.70	\$12.46
\$26.17		2nd	50%	\$29.67	\$12.62
		3rd	55%	\$32.64	\$20.08
		4th	60%	\$35.60	\$20.76
		5th	70%	\$41.54	\$22.11
		6th	85%	\$50.44	\$24.14
	Area 5	Period			
\$65.50		1st	40%	\$26.20	\$15.74
\$34.04		2nd	45%	\$29.48	\$15.83
		3rd	50%	\$32.75	\$24.69
		4th	60%	\$39.30	\$26.64
		5th	70%	\$45.85	\$28.59
		6th	85%	\$55.68	\$31.51
	Area 6	Period			
\$47.04		1st	45%	\$21.17	\$12.92
\$21.84		2nd	50%	\$23.52	\$12.99
		3rd	55%	\$25.87	\$17.54
		4th	60%	\$28.22	\$18.02
		5th	65%	\$30.58	\$18.50
		6th	70%	\$32.93	\$18.98
		7th	75%	\$35.28	\$19.45
		8th	80%	\$37.63	\$19.93
<u>ELEVATOR CONSTRUCTOR</u>					
	Area 1				
\$70.47		Probationary	50%	\$35.24	\$0.00
\$44.62		1st Year	55%	\$38.76	\$41.31
		2nd Year	65%	\$45.81	\$41.73
		3rd Year	70%	\$49.33	\$41.94
		4th Year	80%	\$56.38	\$42.37

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

ELEVATOR CONSTRUCTOR (continued)

Area 2

\$70.76	Probationary	50%	\$35.38	\$0.00
\$44.65	1st Year	55%	\$38.92	\$41.32
	2nd Year	65%	\$45.99	\$41.74
	3rd Year	70%	\$49.53	\$41.96
	4th Year	80%	\$56.61	\$42.38

FIRESTOP/CONTAINMENT WORKER

Period

\$48.74	1st Year	55%	\$26.51	\$10.42
\$18.89	2nd Year	70%	\$31.12	\$19.34
	3rd Year	85%	\$38.58	\$19.34

GLAZIER

Period

\$53.15	1st	45%	\$23.92	\$23.31
\$23.31	2nd	55%	\$29.23	\$23.31
	3rd	65%	\$34.55	\$23.31
	4th	75%	\$39.86	\$23.31
	5th	80%	\$42.52	\$23.31
	6th	85%	\$45.18	\$23.31
	7th	90%	\$47.84	\$23.31
	8th	95%	\$50.49	\$23.31

HIGHWAY PARKING STRIPER

Hours

\$71.89	0-500	60%	\$43.13	\$0.30
\$19.50	501-1000	60%	\$43.13	\$9.31
	1001-2333	60%	\$43.13	\$15.42
	2nd period	73%	\$52.48	\$16.75
	3rd period	88%	\$63.26	\$18.28

IRONWORKER

Period

\$49.80	1st	65%	\$32.37	\$15.48
\$34.98	2nd	70%	\$34.86	\$15.48
	3rd	75%	\$37.35	\$34.98
	4th	80%	\$39.84	\$34.98
	5th	85%	\$42.33	\$34.98
	6th	90%	\$44.82	\$34.98
	7th	90%	\$44.82	\$34.98
	8th	95%	\$47.31	\$34.98

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

LABORER

Group 1

\$41.10	63%	\$25.89	\$18.30
\$18.30	70%	\$28.77	\$18.30
	80%	\$32.88	\$18.30
	90%	\$36.99	\$18.30

Group 2

\$41.10	63%	\$25.89	\$18.30
\$18.30	70%	\$28.77	\$18.30
	80%	\$32.88	\$18.30
	90%	\$36.99	\$18.30

Group 3

\$41.10	63%	\$25.89	\$18.30
\$18.30	70%	\$28.77	\$18.30
	80%	\$32.88	\$18.30
	90%	\$36.99	\$18.30

Group 4

\$41.10	63%	\$25.89	\$18.30
\$18.30	70%	\$28.77	\$18.30
	80%	\$32.88	\$18.30
	90%	\$36.99	\$18.30

LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Period

\$54.49	1st	60%	\$32.69	\$10.11
\$17.01	2nd	65%	\$35.42	\$10.11
	3rd	70%	\$38.14	\$17.01
	4th	75%	\$40.87	\$17.01
	5th	80%	\$43.59	\$17.01
	6th	85%	\$46.32	\$17.01
	7th	90%	\$49.04	\$17.01
	8th	95%	\$51.77	\$17.01

LIMITED ENERGY ELECTRICIAN

Area 1

Period

\$37.90	1st	50%	\$18.95	\$10.65
\$18.10	2nd	55%	\$20.85	\$10.74
	3rd	60%	\$22.74	\$14.74
	4th	65%	\$24.64	\$15.16
	5th	70%	\$26.53	\$15.58
	6th	80%	\$30.32	\$16.42

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe	
Journeyman Fringe Rate		Hours	Rate	Rate	
LIMITED ENERGY ELECTRICIAN (continued)					
	Area 2	Period			
\$40.47		1st	55%	\$22.26	\$15.45
\$18.76		2nd	60%	\$24.28	\$15.82
		3rd	65%	\$26.31	\$16.19
		4th	70%	\$28.33	\$16.56
		5th	80%	\$32.38	\$17.29
		6th	85%	\$34.40	\$17.66
	Area 3	Period			
\$43.11		1st	55%	\$23.71	\$24.83
\$26.08		2nd	60%	\$25.87	\$24.97
		3rd	65%	\$28.02	\$25.11
		4th	70%	\$30.18	\$25.25
		5th	75%	\$32.33	\$25.38
		6th	85%	\$36.64	\$25.66
	Area 4	Period			
\$44.79		1st	55%	\$24.63	\$19.78
\$20.39		2nd	60%	\$26.87	\$19.85
		3rd	65%	\$29.11	\$19.92
		4th	70%	\$31.35	\$19.99
		5th	75%	\$33.59	\$20.05
		6th	85%	\$38.07	\$20.19
	Area 5	Period			
\$54.50		1st 6 months	50%	\$27.25	\$15.47
\$28.76		2nd 6 months	55%	\$29.98	\$15.55
		3rd 6 months	60%	\$32.70	\$23.29
		4th 6 months	65%	\$35.43	\$24.01
		5th 6 months	70%	\$38.15	\$24.73
		6th 6 months	80%	\$43.60	\$26.17
		7th 6 months	90%	\$49.05	\$27.61
	Area 6	Period			
\$36.58		1st	55%	\$20.12	\$18.50
\$19.00		2nd	60%	\$21.95	\$18.56
		3rd	65%	\$23.78	\$18.61
		4th	70%	\$25.61	\$18.67
		5th	75%	\$27.44	\$18.72
		6th	85%	\$31.09	\$18.83

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>LINE CONSTRUCTOR</u>				
<i>Area 1 & Area 2/Group 2</i>				
Lineman Only	<i>Period</i>			
\$67.38	1st	60%	\$40.43	\$18.52
\$26.78	2nd	63%	\$42.45	\$18.61
	3rd	67%	\$45.14	\$18.73
	4th	72%	\$48.51	\$18.88
	5th	78%	\$52.56	\$19.07
	6th	86%	\$57.95	\$19.31
	7th	90%	\$60.64	\$19.43
<u>MARBLE SETTER</u>				
	<i>Hours</i>			
\$50.60	1-1000	50%	\$25.30	\$25.92
\$25.92	1000-2000	55%	\$27.83	\$25.92
	2000-3000	60%	\$30.36	\$25.92
	3000-4000	70%	\$35.42	\$25.92
	4000-5000	80%	\$40.48	\$25.92
	5000-6000	90%	\$45.54	\$25.92
<u>PAINTER</u>				
<i>Commercial</i>				
\$37.74		70%	\$26.42	\$9.13
\$16.82		75%	\$28.31	\$9.13
		80%	\$30.19	\$9.13
		85%	\$32.08	\$16.82
		90%	\$33.97	\$16.82
		95%	\$35.85	\$16.82
<i>Industrial</i>				
\$39.94		70%	\$27.96	\$9.13
\$16.82		75%	\$29.96	\$9.13
		80%	\$31.95	\$9.13
		85%	\$33.95	\$16.82
		90%	\$35.95	\$16.82
		95%	\$37.94	\$16.82
<i>Bridge</i>				
\$46.83		70%	\$32.78	\$9.13
\$16.82		75%	\$35.12	\$9.13
		80%	\$37.46	\$9.13
		85%	\$39.81	\$16.82
		90%	\$42.15	\$16.82
		95%	\$44.49	\$16.82

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate
PLASTERER			
\$46.56	60%	\$27.94	\$17.53
\$19.83	65%	\$30.26	\$17.53
	70%	\$32.59	\$17.53
	75%	\$34.92	\$17.53
	80%	\$37.25	\$17.53
	85%	\$39.58	\$17.53
	90%	\$41.90	\$17.53

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1

Baker County (See Area 2 Rates)

Harney and Malheur Counties (See Area 3 Rates)

Area 2

\$65.20	<i>Period</i>			
\$34.91	1st 6 months	45%	\$29.34	\$23.28
	2nd 6 months	50%	\$32.60	\$24.34
	3rd 6 months	55%	\$35.86	\$25.39
	4th 6 months	60%	\$39.12	\$26.45
	5th 6 months	65%	\$42.38	\$27.51
	6th 6 months	70%	\$45.64	\$28.57
	7th 6 months	75%	\$48.90	\$29.62
	8th 6 months	80%	\$52.16	\$30.68
	9th 6 months	85%	\$55.42	\$31.74
	10th 6 months	85%	\$55.42	\$31.74

Area 3

\$60.77	<i>Period</i>			
\$37.10	1st 6 months	40%	\$24.31	\$18.74
	2nd 6 months	50%	\$30.39	\$18.74
	3rd 6 months	55%	\$33.42	\$28.85
	4th 6 months	60%	\$36.46	\$29.76
	5th 6 months	65%	\$39.50	\$30.68
	6th 6 months	70%	\$42.54	\$31.60
	7th 6 months	75%	\$45.58	\$32.52
	8th 6 months	80%	\$48.62	\$33.43
	9th 6 months	85%	\$51.65	\$34.35
	10th 6 months	90%	\$54.69	\$35.27

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe	
Journeyman Fringe Rate		Hours	Rate	Rate	
POWER EQUIPMENT OPERATOR					
	Group 1	Period			
\$58.94		1st	80%	\$47.15	\$8.10
\$17.15		2nd	85%	\$50.10	\$17.15
		3rd	90%	\$53.05	\$17.15
		4th	95%	\$55.99	\$17.15
	Group 1A	Period			
\$61.10		1st	80%	\$48.88	\$8.10
\$17.15		2nd	85%	\$51.94	\$17.15
		3rd	90%	\$54.99	\$17.15
		4th	95%	\$58.05	\$17.15
	Group 1B	Period			
\$63.26		1st	80%	\$50.61	\$8.10
\$17.15		2nd	85%	\$53.77	\$17.15
		3rd	90%	\$56.93	\$17.15
		4th	95%	\$60.10	\$17.15
	Group 2	Period			
\$57.03		1st	80%	\$45.62	\$8.10
\$17.15		2nd	85%	\$48.48	\$17.15
		3rd	90%	\$51.33	\$17.15
		4th	95%	\$54.18	\$17.15
	Group 3	Period			
\$55.88		1st	80%	\$44.70	\$8.10
\$17.15		2nd	85%	\$47.50	\$17.15
		3rd	90%	\$50.29	\$17.15
		4th	95%	\$53.09	\$17.15
	Group 4	Period			
\$52.55		1st	80%	\$42.04	\$8.10
\$17.15		2nd	85%	\$44.67	\$17.15
		3rd	90%	\$47.30	\$17.15
		4th	95%	\$49.92	\$17.15
	Group 5	Period			
\$51.31		1st	80%	\$41.05	\$8.10
\$17.15		2nd	85%	\$43.61	\$17.15
		3rd	90%	\$46.18	\$17.15
		4th	95%	\$48.74	\$17.15
	Group 6	Period			
\$48.09		1st	80%	\$38.47	\$8.10
\$17.15		2nd	85%	\$40.88	\$17.15
		3rd	90%	\$43.28	\$17.15
		4th	95%	\$45.69	\$17.15

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CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate
ROOFER			
	Area 1		
\$44.51	60%	\$26.71	\$18.35
\$22.70	65%	\$28.93	\$18.35
	70%	\$31.16	\$18.35
	75%	\$33.38	\$22.70
	80%	\$35.61	\$22.70
	85%	\$37.83	\$22.70
	90%	\$40.06	\$22.70
	95%	\$42.28	\$22.70
	Area 2		
\$40.15	60%	\$24.09	\$13.70
\$18.97	65%	\$26.10	\$13.70
	70%	\$28.11	\$13.70
	75%	\$30.11	\$18.97
	80%	\$32.12	\$18.97
	85%	\$34.13	\$18.97
	90%	\$36.14	\$18.97
	95%	\$38.14	\$18.97
	Area 4		
\$44.51	60%	\$26.71	\$18.35
\$22.70	65%	\$28.93	\$18.35
	70%	\$31.16	\$18.35
	75%	\$33.38	\$22.70
	80%	\$35.61	\$22.70
	85%	\$37.83	\$22.70
	90%	\$40.06	\$22.70
	95%	\$42.28	\$22.70
	Area 5		
\$44.51	60%	\$26.71	\$18.35
\$22.70	65%	\$28.93	\$18.35
	70%	\$31.16	\$18.35
	75%	\$33.38	\$22.70
	80%	\$35.61	\$22.70
	85%	\$37.83	\$22.70
	90%	\$40.06	\$22.70
	95%	\$42.28	\$22.70

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CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>SHEET METAL WORKER</u>				
	Area 1			
\$56.24		50%	\$28.15	\$27.58
\$32.77		55%	\$30.95	\$27.72
		60%	\$33.76	\$27.86
		65%	\$36.57	\$28.00
		70%	\$39.38	\$28.14
		75%	\$42.19	\$28.28
		80%	\$45.00	\$28.42
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56
	Area 2			
	Baker County (See Area 3 Rates)			
	Malheur County (See Area 4 Rates)			
	Area 3			
\$50.00	1st year/1st half	55%	\$27.50	\$16.45
\$28.37	1st year/2nd half	55%	\$28.75	\$18.65
		60%	\$30.00	\$22.12
		70%	\$35.00	\$23.78
		75%	\$37.50	\$25.19
		85%	\$42.50	\$27.00
	Area 4			
\$45.14		50%	\$22.60	\$25.69
\$30.45		55%	\$24.85	\$25.83
		60%	\$27.10	\$25.97
		65%	\$29.36	\$26.11
		70%	\$31.61	\$26.25
		75%	\$33.87	\$26.39
		80%	\$36.12	\$26.53
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67
	Area 5			
\$45.45		50%	\$22.75	\$26.52
\$31.54		55%	\$25.02	\$26.66
		60%	\$27.29	\$26.80
		65%	\$29.56	\$26.94
		70%	\$31.83	\$27.08
		75%	\$34.10	\$27.22
		80%	\$36.37	\$27.36
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

SOFT FLOOR LAYER

	Period			
\$44.28	1st 6 months	60%	\$26.06	\$8.60
\$19.17	2nd 6 months	65%	\$28.24	\$17.25
	3rd 6 months	70%	\$30.41	\$17.52
	4th 6 months	75%	\$32.58	\$17.80
	5th 6 months	80%	\$34.76	\$18.07
	6th 6 months	85%	\$36.92	\$18.35
	7th 6 months	90%	\$39.09	\$18.62
	8th 6 months	95%	\$41.27	\$18.90

SPRINKLER FITTER

	Area 1	Class			
\$51.65		1	43%	\$22.21	\$10.23
\$28.87		2	48%	\$24.79	\$10.23
		3	52%	\$26.86	\$22.79
		4	56%	\$28.92	\$22.79
		5	59%	\$30.47	\$23.04
		6	64%	\$33.06	\$23.04
		7	68%	\$35.12	\$23.04
		8	72%	\$37.19	\$23.04
		9	76%	\$39.25	\$23.04
		10	80%	\$41.32	\$23.04
	Area 2	Class			
\$44.40		1	43%	\$19.09	\$10.23
\$28.86		2	48%	\$21.31	\$10.23
		3	52%	\$23.09	\$22.79
		4	56%	\$24.86	\$22.79
		5	59%	\$26.20	\$23.04
		6	64%	\$28.42	\$23.04
		7	68%	\$30.19	\$23.04
		8	72%	\$31.97	\$23.04
		9	76%	\$33.74	\$23.04
		10	80%	\$35.52	\$23.04

TENDER TO MASON

\$45.79	63%	\$28.85	\$17.80
\$17.80	70%	\$32.05	\$17.80
	80%	\$36.63	\$17.80
	90%	\$41.21	\$17.80

PWR APPRENTICESHIP RATES EFFECTIVE JANUARY 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate	Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate	Hours	Rate	Rate

TENDER TO PLASTERER

\$44.79	63%	\$28.22	\$18.30
\$18.30	70%	\$31.35	\$18.30
	80%	\$35.83	\$18.30
	90%	\$40.31	\$18.30

TILE TERRAZZO SETTER

	Hours		
\$43.93	1-1000	70%	\$30.75
\$22.51	1001-2000	75%	\$32.95
	2001-3000	80%	\$35.14
	3001-4000	85%	\$37.34
	4001-5000	90%	\$39.54
	5001-6000	95%	\$41.73

TILE TERRAZZO FINISHER

\$32.68	1-1000 hrs	\$24.06	\$16.21
\$16.93	1001-2000 hrs	\$26.88	\$16.21

"General Decision Number: OR20260080 01/02/2026

Superseded General Decision Number: OR20250080

State: Oregon

Construction Type: Heavy

Counties: Baker, Crook, Gilliam, Harney, Lake, Sherman,
Wallowa and Wheeler Counties in Oregon.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

CARP0096-006 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 59.35	22.38

CARP0503-019 06/01/2025

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 53.94	16.81

ELEC0048-028 01/01/2025

SHERMAN COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 63.50	29.73

ELEC0112-018 06/01/2025

BAKER, GILLIAM, WALLOWA AND WHEELER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 60.00	27.78

ELEC0280-024 01/01/2025

CROOK COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 56.46	23.05

 ELEC0659-022 01/01/2025

HARNEY AND LAKE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.58	20.70

 ENGI0701-038 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with

tandom scrapers; BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above;

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandom scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Screed; Compactor with blade; Mechanic Hoist Operator two or more drums, Stiff leg, guy derrick or similar type 50 ton and over

GROUP 5: TRACKHOE-HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Roller; Compactor without blade; Hoist Operator single drum.

GROUP 6: Oiler; Grade Checker; Crane oiler; Forklift; Roller (non-asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of

Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

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

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

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

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

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

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

IRON0029-013 07/07/2025

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 48.31	34.52

LAB00737-005 06/01/2024

	Rates	Fringes
Laborers: (Mason Tender-Cement/Concrete).....	\$ 43.79	17.05

LAB00737-031 06/01/2024

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 39.11	17.30
GROUP 2.....	\$ 40.41	17.30

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

PAIN0010-006 07/01/2025

	Rates	Fringes
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Painters:

Brush, Roller and Spray.....	\$ 39.94	16.68
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PLUM0290-017 04/01/2025

CROOK, GILLIAM, HARNEY (those portions which lies north and west of a north-south line drawn from the town of John Day to a point five miles east of the town of Burns and three miles south of Burns thence on an airline through the town of Wagontire west to the County lines), LAKE, SHERMAN AND WHEELER COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters.....	\$ 60.77	34.72
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PLUM0296-010 06/01/2024

BAKER AND HARNEY (Remainder of County) COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters.....	\$ 39.90	18.67
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PLUM0598-021 06/01/2025

WALLOWA COUNTY

	Rates	Fringes
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Plumbers and Pipefitters.....	\$ 65.20	34.91
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SUOR2009-078 11/23/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.50	9.27
CEMENT MASON/CONCRETE FINISHER...	\$ 21.13	8.90
LABORER: Common or General.....	\$ 22.29	6.04
LABORER: Fence Erection.....	\$ 23.88	7.45
LABORER: Flagger.....	\$ 19.31	5.31
LABORER: Pipelayer.....	\$ 20.52	4.51
LINE CONSTRUCTION: Groundman....	\$ 31.36	7.27
OPERATOR: Backhoe.....	\$ 29.80	7.13
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.77	7.90
OPERATOR: Broom/Sweeper.....	\$ 32.31	6.43
OPERATOR: Excavator.....	\$ 30.12	6.23
OPERATOR: Loader.....	\$ 32.31	6.43
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.59	2.96
TRUCK DRIVER: Dump Truck.....	\$ 23.79	5.95
TRUCK DRIVER: Off the Road Truck.....	\$ 31.81	6.33
TRUCK DRIVER: Water Truck.....	\$ 26.12	6.53

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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"General Decision Number: OR20260081 01/02/2026

Superseded General Decision Number: OR20250081

State: Oregon

Construction Type: Heavy Dredging

Counties: Oregon Statewide.

DREDGING PROJECTS

Modification Number	Publication Date
0	01/02/2026

* ENGI0701-004 01/01/2024

	Rates	Fringes
Dredging:		
ZONE A		
ASSISTANT ENGINEER.....	\$ 53.31	16.70
ASSISTANT MATE.....	\$ 47.95	16.70
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 56.47	16.70
LEVERMAN, HYDRAULIC.....	\$ 56.47	16.70
TENDERMAN.....	\$ 51.82	16.70
ZONE B		
ASSISTANT ENGINEER.....	\$ 56.31	16.70
ASSISTANT MATE.....	\$ 50.95	16.70
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 59.47	16.70
LEVERMAN, HYDRAULIC.....	\$ 59.47	16.70
TENDERMAN.....	\$ 54.82	16.70
ZONE C		
ASSISTANT ENGINEER.....	\$ 59.31	16.70
ASSISTANT MATE.....	\$ 53.95	16.70
LEVERMAN, DIPPER,		
FLOATING CLAMSHELL.....	\$ 62.47	16.70
LEVERMAN, HYDRAULIC.....	\$ 62.47	16.70
TENDERMAN.....	\$ 57.82	16.70

ZONE DESCRIPTION FOR DREDGING

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.

ZONE B - Over 30-60 road miles from Portland City Hall.

ZONE C - Over 60 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by

the shortest route to the geographical center of the project.

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

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The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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Washington, DC 20210

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

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END OF GENERAL DECISION

"

"General Decision Number: OR20260080 01/23/2026

Superseded General Decision Number: OR20250080

State: Oregon

Construction Type: Heavy

Counties: Baker, Crook, Gilliam, Harney, Lake, Sherman,
Wallowa and Wheeler Counties in Oregon.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

CARP0096-006 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 59.35	22.38

CARP0503-019 06/01/2025

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 53.94	16.81

ELEC0048-028 01/01/2025

SHERMAN COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 63.50	29.73

ELEC0112-018 06/01/2025

BAKER, GILLIAM, WALLOWA AND WHEELER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 60.00	27.78

ELEC0280-024 01/01/2025

CROOK COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 56.46	23.05

* ELEC0659-022 01/01/2026

HARNEY AND LAKE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.04	21.84

ENG10701-038 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Screed; Compactor with blade; Mechanic Hoist Operator two or more drums, Stiff leg, guy derrick or similar type 50 ton and over

GROUP 5: TRACKHOE-HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom

truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Roller; Compactor without blade; Hoist Operator single drum.

GROUP 6: Oiler; Grade Checker; Crane oiler; Forklift; Roller (non-asphalt)

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

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

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

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

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

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

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

IRON0029-013 07/07/2025

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 48.31	34.52

LAB00737-005 06/01/2024

	Rates	Fringes
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Laborers: (Mason
Tender-Cement/Concrete).....\$ 43.79 17.05

LAB00737-031 06/01/2024

Rates Fringes

Laborers:
GROUP 1.....\$ 39.11 17.30
GROUP 2.....\$ 40.41 17.30

LABORER CLASSIFICATIONS

GROUP 1: Asphalt Spreader

GROUP 2: Grade Checker

PAIN0010-006 07/01/2025

Rates Fringes

Painters:
Brush, Roller and Spray.....\$ 39.94 16.68

PLUM0290-017 04/01/2025

CROOK, GILLIAM, HARNEY (those portions which lies north and west of a north-south line drawn from the town of John Day to a point five miles east of the town of Burns and three miles south of Burns thence on an airline through the town of Wagontire west to the County lines), LAKE, SHERMAN AND WHEELER COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 60.77 34.72

PLUM0296-010 06/01/2024

BAKER AND HARNEY (Remainder of County) COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 39.90 18.67

PLUM0598-021 06/01/2025

WALLOWA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 65.20 34.91

SUOR2009-078 11/23/2009

Rates Fringes

CARPENTER (Form Work Only).....\$ 23.50 9.27

CEMENT MASON/CONCRETE FINISHER...\$ 21.13 8.90

LABORER: Common or General.....\$ 22.29 6.04

LABORER: Fence Erection.....	\$ 23.88	7.45
LABORER: Flagger.....	\$ 19.31	5.31
LABORER: Pipelayer.....	\$ 20.52	4.51
LINE CONSTRUCTION: Groundman....	\$ 31.36	7.27
OPERATOR: Backhoe.....	\$ 29.80	7.13
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 22.77	7.90
OPERATOR: Broom/Sweeper.....	\$ 32.31	6.43
OPERATOR: Excavator.....	\$ 30.12	6.23
OPERATOR: Loader.....	\$ 32.31	6.43
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.59	2.96
TRUCK DRIVER: Dump Truck.....	\$ 23.79	5.95
TRUCK DRIVER: Off the Road Truck.....	\$ 31.81	6.33
TRUCK DRIVER: Water Truck.....	\$ 26.12	6.53

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing

on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (this "Agreement") is made and entered into effective April ___, 2026 (the "Effective Date") between City of Burns ("City"), an Oregon municipal corporation, whose address is 242 S. Broadway, Burns, Oregon 97720, and Hueckman Contracting LLC ("Contractor"), an Oregon limited liability company, whose address is 204 N. Adam Drive, Canyon City, Oregon 97820.

RECITAL:

City desires to hire Contractor to perform the Work (defined below) concerning the South Kearney Avenue Improvement Project, including, without limitation, grinding existing pavement, base street repairs, street repaving, as well as the addition of stormwater lines, catch basins, and areas of asphalt patching as needed (the "Project"). Contractor is a licensed Oregon construction contractor engaged in the business of providing labor, materials, equipment, supplies, and related construction services on a contract basis. Contractor's Oregon Construction Contractors Board License No. is _____ and telephone number is 208-921-5379. City and Contractor desire to enter into this Agreement pursuant to which Contractor will undertake and perform the Work.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONSTRUCTION WORK

1.1 Description of Work. Subject to the terms and conditions of this Agreement, Contractor will perform, furnish, arrange for, and direct all labor, materials, tools, equipment, supplies, transportation, power, fuel, water, and all other services and facilities (collectively, the "Work") necessary to complete construction of the Project in accordance with the following: (a) this Agreement; (b) the invitation to bid for the Project; (c) Contractor's bid submitted to City on October 7, 2025, attached as Exhibit A; (d) the Project plans prepared by Sisul Enterprises, Inc. (d/b/a Sisul Engineering) dated September 9, 2025, attached as Exhibit B (the "Plans"); (e) the technical special provisions prepared by Sisul Enterprises, Inc. (d/b/a Sisul Engineering) dated September 7, 2025, attached as Exhibit C (the "Special Provisions"); (f) all other applicable construction standards and specifications; (g) the Schedule (defined below), to be attached as Exhibit D; (h) the Bonds (defined below); (i) the public contracting provisions attached as Exhibit E (the "Public Contracting Provisions"); and (j) all change orders, amendments, and addenda to this Agreement (collectively, the "Contract Documents"). The Contract Documents are complementary, and what is required by one will be as binding as if required by all. Contractor will fully perform the Work in accordance with the Contract Documents. If there is any conflict between this Agreement (including the Public Contracting Provisions) and any other document comprising the Contract Documents, the terms and conditions of this Agreement (including the Public Contracting Provisions) will prevail and control.

1.2 Schedule of Work. Timely and proper completion of the Work is of the essence to this Agreement. Contractor will commence performance of the Work immediately upon City's delivery of written notice to Contractor (the "Notice to Proceed"). Contractor will prosecute completion of the Work diligently, continuously, and in accordance with the Schedule (defined below). The Work will be

Substantially Completed (defined below) not later than August 15, 2026 (the "Completion Date"). Within ten (10) days after receipt of the Notice to Proceed, Contractor will submit to City a schedule of the Work (the "Schedule") and will update the Schedule on a continuous basis until the Work is completed. For the purposes of this Agreement, the term "Substantially Completed" means that stage of the Work when City determines, in City's sole discretion, that the Work (or designated portion of the Work) is sufficiently complete in accordance with the Contract Documents so that City may use the Project for its intended purpose.

1.3 Permits; Fees; Notices. Contractor will, at Contractor's cost and expense, obtain and maintain all licenses, inspections, and permits required by any public or governmental authority for Contractor's performance of the Work. Contractor will comply with and give any notices required by any Laws (defined below). City, City Representatives (defined below), and all governmental authorities having jurisdiction over the Project will have the right to enter the Project site to inspect the Work/Project at any time.

1.4 Modification of Schedule. If Contractor is delayed at any time in the progress of the Work by: (a) changes in the Work ordered by City; (b) strikes, lockouts, fires, floods, earthquakes, acts of God, or acts of war; (c) inability to obtain materials due to government restrictions; or (d) any cause which City determines justifies the delay, Contractor's sole remedy will be an extension of the Completion Date by Change Order (defined below). No delay will be recognized unless it increases the overall critical path duration of the Schedule in effect at the time of the delay. No Schedule extension will be granted for any delay commencing more than five (5) days before written claim for such delay is made to City. In the case of a continuing delay, only one claim is necessary.

1.5 Changes in the Work. City may, at any time after the Effective Date and without invalidating this Agreement or the Bonds, and without notice to Contractor's sureties, request any addition, reduction, or change to the Work, or any part of the Work, for any reason. Except as expressly provided otherwise, all such changes will be authorized by written change order (a "Change Order") issued by City and accepted by Contractor, which will describe, with reasonable particularity, the changes requested and any resulting changes to the Completion Date or the Contract Price (defined below) as a result of the Change Order. Any changes to the Contract Price or Completion Date requested by Contractor will only be made pursuant to a written Change Order issued by City, in City's sole discretion.

1.6 Concealed Conditions. If, after the Effective Date, Contractor discovers conditions affecting the Project site which are: (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents; or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist in the Project area or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, Contractor will promptly, and in no event more than three (3) days after Contractor discovers such conditions, provide notice to City before such conditions are disturbed. City will promptly investigate such conditions and, if City determines that they differ materially and justify adjustment of the Contract Price or the Completion Date, City will execute a Change Order for any change in the Contract Price or Completion Date that City believes reasonably necessary due to the concealed conditions. If City determines that the conditions at the site are not materially different from those indicated in the Contract Documents, and that no Change Order is justified, City will notify Contractor in writing, stating the reasons for its determination, and Contractor will proceed with the Work.

1.7 Early Occupancy. City has the right to occupy and/or use any Substantially Completed portion of the Work/Project, notwithstanding the Completion Date for the Work as a whole. Partial occupancy and/or use of a portion of the Work/Project will not constitute acceptance of any Work not complying with the Contract Documents. After City has taken occupancy of a portion of the Work/Project, Contractor will not disturb City's use and occupancy to make corrections to the occupied portion of the Work/Project but will, at City's direction, make such corrections at Contractor's expense outside of City's normal operating hours.

2. CONTRACT PRICE

2.1. Contract Price. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely completion of the Work in accordance with this Agreement, City will pay Contractor a total fixed fee of \$173,701.00 (the "Contract Price") for the satisfactory completion of the Work. The Contract Price includes all labor, materials, tools, equipment, supplies, transportation, power, fuel, water, and all other services, facilities, and other items necessary to complete the Work including, without limitation, all preconstruction services provided by Contractor. The Contract Price will be paid in accordance with this Section 2.

2.2 Schedule of Values. Before submitting the first Invoice (defined below), Contractor will deliver a schedule of values to City allocating the entire Contract Price to reasonable, identifiable, and measurable components of the Work, with such supporting data as City may require. This schedule of values, unless objected to by City, will be the basis for reviewing Invoices. If objected to by City, Contractor will revise the schedule of values and resubmit for approval by City's Public Works Director (defined below). Contractor will promptly update the schedule of values to incorporate the effect of any Change Orders or other amendments to this Agreement.

2.3 Invoices. On or before the fifth day of each month, Contractor will submit an invoice to City for Work completed during the preceding month (an "Invoice"). Each Invoice will contain (or be accompanied by): (a) the total percentage of completion for each portion of the Work as of the end of the period covered by the Invoice; (b) the then-current Schedule; (c) remaining bid or Change Order quantities and amounts to be billed; (d) certified payroll reports, pursuant to ORS 279.845 and OAR 839-025-010, from Contractor and any subcontractors demonstrating that prevailing wages have been paid in accordance with ORS 279C.800 through 279C.870; (e) lien waivers duly executed by Contractor, subcontractors, and/or material suppliers, conditional as to the current Invoice payment and unconditional as to any payment received pursuant to prior Invoices (or, with City's prior written approval, copies of invoices marked paid, or other satisfactory proof of payment of amounts included as part of prior Invoices); and (f) all other information reasonably requested by City.

2.4 Progress Payments. Provided Contractor timely delivers its monthly Invoice, City will pay Contractor an amount equal to that portion of the Contract Price properly allocable to each portion of the completed Work (based on the most-recent schedule of values), less retainage of five percent (5%) of the value of the Work (the "Retainage") and the sum of City's previous payments. Notwithstanding the foregoing, Retainage will be withheld and released in accordance with ORS 279C.550 through 279C.570 and OAR 137-049-0820. The percentage of the Work completed will be determined by City and will not include any portion of the Work not accepted by City. City's payment will be accepted by Contractor as full compensation for all costs or expenses incurred by Contractor in completing the Work to which the Invoice relates. Within seven (7) days after receipt of each progress payment, Contractor will pay each subcontractor and material supplier the amount of such progress payment to which the subcontractor or material supplier is entitled, less only the Retainage attributable

to the subcontractor's or material supplier's portion of the Work. In each of its subcontracts, Contractor will require each subcontractor to make payments to sub-subcontractors in the same manner. City reserves the right to make payments by separate check to any subcontractor or material provider.

2.5 Final Payment. Prior to submitting an Invoice for final payment, Contractor will perform its obligations under Section 3.2 and complete all other closeout procedures required under the Contract Documents. Subject to the terms and conditions of this Agreement, final payment, including Retainage, will be made thirty (30) days after the Work is Substantially Completed; provided, however, Contractor will first provide a certified affidavit, with appropriate supporting documentation, that there are no unsatisfied liens or outstanding bills for labor and/or materials against the Work, Project, and/or Project site. Neither progress payments nor final payment will constitute an approval or acceptance of the Work by City; which will occur only when City issues an Acceptance Notice for the Work. An "Acceptance Notice" means written notice from City to Contractor that City has accepted the completed Work subject to the terms and conditions of this Agreement. All progress payments will be subject to correction in the final payment. Acceptance of the final payment will be deemed Contractor's waiver of all claims against City in connection with the Work, except those claims made by Contractor, in writing, prior to acceptance of final payment. Approval of an Invoice, a progress payment, release of Retainage, final payment, and/or partial or entire use or occupancy of the Project will not constitute City's acceptance of any defective or nonconforming Work. The making of final payment will not constitute a waiver of any claims by City.

2.6 Right to Withhold Payment. Notwithstanding anything in this Agreement to the contrary, City reserves the right to withhold all or part of any payment, or may nullify all or part of any previous payment, in City's sole discretion, to protect City from claims, damages, and/or losses arising out of or resulting from: (a) Contractor's negligence and/or failure of Contractor to perform its obligations under this Agreement; (b) Work that is defective or not in conformance with the Contract Documents and which has not been remedied; (c) third-party claims that are filed or likely be filed; (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (e) reasonable evidence that the Work will not be completed on or before the Completion Date, and that actual or liquidated damages for the anticipated delay will exceed the unpaid balance of the Contract Price; and/or (f) any other reason provided under this Agreement.

3. CONTRACTOR DUTIES; RESPONSIBILITIES; REPRESENTATIONS; WARRANTIES

In addition to any other Contractor representation, warranty, or covenant contained in this Agreement, Contractor represents, warrants, and covenants the following:

3.1 General Duties; Subcontractors. Contractor will perform and complete the Work in a first-class, workmanlike manner, and in strict compliance with the Contract Documents and all Laws. Contractor will be responsible to City for the acts and omissions of Contractor, any Contractor Representative, and any other person performing any Work with or for Contractor. Contractor will maintain proper licensure with the Oregon Construction Contractors Board. Contractor will use only licensed and bonded subcontractors familiar with the Laws and of good reputation to complete the Work. Contractor will cause each subcontract and/or material supplier agreement to include all terms and conditions applicable to Contractor under this Agreement. As used in this Agreement, the term "Contractor Representative" means each present and future Contractor owner, officer, employee, representative, separate contractor, subcontractor, material supplier, and/or agent.

3.2 Project Site Maintenance. Contractor will clean the Project site daily and remove all refuse and waste materials from the Project site. Contractor will maintain the Project site at all times in a clean, safe, and orderly condition, free from accumulation of waste (including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease), garbage, and other debris caused by Contractor Representatives or performance of the Work. Upon completion of the Work, Contractor will remove from the Project site and dispose of all waste, garbage, debris, tools, equipment, supplies, surplus materials, and other items not incorporated into the Work, and will deliver the Project site to City in a clean, safe, and orderly condition. All Contractor clean-up obligations under this Agreement are part of the Work and included in the Contract Price.

3.3 Contractor's Payment Obligations. Contractor will pay when due all charges incurred by Contractor for labor and materials used in performance of the Work and will keep the Project site and the Project free and clear of all liens, claims, and/or other encumbrances in favor of any person providing labor, materials, and/or equipment for the Work. Contractor will immediately remove any liens, claims, and/or other encumbrances which, because of any act or default by Contractor or any Contractor Representative, are made against City, the Work, the Project site, the Project, and/or any improvements included as part of the Project. Pursuant to ORS 279C.845 and OAR 839-025-010, Contractor will timely submit certified payroll reports to City and will ensure any subcontractors do the same. Failure of Contractor to timely submit certified payroll reports as required by ORS 279C.845 will result in mandatory retainage in the amount of twenty-five percent (25%) of any amount earned by Contractor for the Work, which retainage will be withheld and released in accordance with ORS 279C.845(7). Provided City has fulfilled its payment obligations under the Contract Documents, Contractor will indemnify, defend, and hold harmless City and each City Representative from all losses, liabilities, damages, and/or expenses, including, without limitation, reasonable attorneys fees and litigation expenses, arising out of any lien or other claim for payment by any subcontractor or supplier of any tier. As used in this Agreement, the term "City Representative" means each present and future City official, officer, employee, representative, contractor (except Contractor), and/or agent.

3.4 Contractor Investigation. Prior to the Effective Date, Contractor visited, inspected, and evaluated the Project site (and all surrounding areas) and is satisfied with the nature and condition of, and assumes all risks related to, the Project site and all other conditions concerning the Project, Project site, and/or the Work. Contractor warrants that (a) Contractor has entered into this Agreement on the basis of its own investigation, examination, and personal knowledge of the Project site, and (b) the Contract Price is reasonable in light of such conditions. If the Work involves any excavation or the driving of any material or equipment into the ground, whether or not located on the Project site, Contractor will determine the existence and exact location of all utility services and/or underground structures in advance and will pay all related costs and expenses. Contractor has reviewed and confirmed the correctness and adequacy of the Contract Documents relative to the Work and has or will ensure the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, reference lines, and the Work. If Contractor discovers any errors, omissions, or inconsistencies in the Contract Documents, Contractor will promptly report such errors, omissions, or inconsistencies to City's public works director (the "Public Works Director") before commencing the Work. No variations from specified lines, grades, or dimensions will be made except with the prior written consent of the Public Works Director.

3.5 Independent Contractor. Contractor is an independent contractor and not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Work, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes

arising out of or resulting from the performance of the Work, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is licensed under ORS Chapter 701. In the performance of the Work, Contractor is customarily engaged in, and will continue to be customarily engage in, an independently established business as described in ORS 670.600(3).

3.6 Warranty.

3.6.1 In addition to any specific guarantees and/or warranties required by this Agreement, Contractor guarantees and warrants to perform the Work in a first class, workmanlike manner and further guarantees and warrants that all Work will conform to the requirements of the Contract Documents and be free from deficiencies and defects in materials, equipment, and workmanship for a period of two (2) years from the date of the Acceptance Notice or final payment by City, whichever is later. Without limiting the generality of the foregoing, Contractor warrants to City that all materials and equipment furnished under this Agreement will be new and of first-class quality, unless otherwise permitted by the other Contract Documents.

3.6.2 All guarantees or warranties for equipment or materials furnished to Contractor or subcontractors by any manufacturer or supplier will be deemed to run to the benefit of City. If any manufacturer or supplier of any equipment or material furnishes a guarantee or warranty for a period in excess of two (2) years from the date of the Acceptance Notice, Contractor's warranty, as provided in Section 3.6.1, will be deemed to extend for a like period as to such equipment or material. Contractor will fulfill any warranties of manufacturers for material or equipment installed. Contractor will assign or cause to be assigned all warranties for equipment or materials to City as a condition of final payment.

3.6.3 Contractor will commence any warranty work within forty-eight (48) hours of written notice from City and said warranty work will be executed diligently and continuously until completion (and without additional cost to City or interruption of City's occupancy). Contractor warrants any repair work for an additional warranty period equal to that of the original Work, commencing upon completion of the repair work. Upon request of City and as a condition precedent to close out of Contractor's Work and final payment to Contractor, Contractor will execute and return to City a written warranty in form and substance acceptable to City. Contractor's warranty obligations will be considered part of its ongoing operations. Contractor's warranty obligations are not an exclusive remedy and in no way limit Contractor's obligations and/or liabilities under this Agreement and/or applicable Laws. Notwithstanding anything in this Agreement to the contrary, Contractor's guarantees and warranties will not be construed to modify or limit any rights or actions which City may have against Contractor at law and/or in equity.

3.7 Authority; Binding Obligation; Conflicts. Contractor is duly organized under Oregon law and validly existing and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

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3.8 Compliance with Laws. Contractor will perform the Work in compliance with the Laws (defined below). Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Work, including, without limitation, a business license from City. As used in this Agreement, the term "Laws" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning Contractor, this Agreement, the Project, the Project site, and/or the Work, including, without limitation, the following: (a) all applicable Environmental Laws (defined below), (b) the Tax Laws (defined below), (c) Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.875), (d) all applicable building, safety codes, and zoning ordinances, (e) all applicable public contracting provisions set forth on the attached Exhibit E, and in ORS Chapters 279A, 279B, and 279C, and the related administrative rules, (f) all applicable requirements under City's Small City Allotment Program Grant Agreement No. SCA25-19 (the "Grant Agreement") with the State of Oregon acting by and through the Oregon Department of Transportation ("ODOT"), (g) Title VI of Civil Rights Act of 1964 and related regulations and administrative rules, (h) Title V and Section 504 of the Rehabilitation Act of 1973 and related regulations and administrative rules, (i) the Americans with Disabilities Act of 1990 and ORS 659A.142 and related regulations and administrative rules, (j) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, (k) applicable requirements of ORS 366.514 (Use of Highway Fund for Footpaths and Bicycle Trails), and (l) all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as are now in force or which may later be amended, modified, enacted, or promulgated.

3.9 Compliance with Tax Laws. Contractor represents and warrants that it has complied with the tax laws of the State of Oregon (and all applicable political subdivisions of the State of Oregon), including, without limitation, ORS 305.620 and ORS Chapters 316, 317, and 318 (individually and collectively, the "Tax Law(s)"). Contractor will comply with the Tax Laws. By executing this Contract, Contractor certifies, under penalty of perjury, that Contractor is, to the best of Contractor's knowledge, not in violation of any Tax Law.

3.10 Hazardous Substances. Contractor will not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, or otherwise released in, on, under, or about the Project site or any surrounding areas; provided, however, Contractor may use, store, or handle Hazardous Substances on the Project site to the extent necessary and typically used in the prudent and safe performance of the Work. As used in this Agreement, the term "Environmental Law(s)" means any federal, state, or local statute, regulation, rule, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, and will include petroleum oil and its fractions.

3.11 Recordkeeping. Contractor will maintain complete and accurate books and records concerning or related to this Agreement, the Work, and/or the Project, and any other documents produced under this Agreement, for a period of eight (8) years after the termination of this Agreement. Contractor's books and records will be (a) complete and accurate in all material respects, (b) maintained in accordance with applicable generally accepted accounting principles, and (c) maintained in accordance with sound business and auditing practices that include the maintenance of an adequate system of internal accounting controls. Contractor's records, including, without limitation, all Invoices, payment records, fiscal records, payroll reports, correspondence, memoranda, and other writings will be made available to City for inspection, copying, and/or audit immediately upon City's request. Contractor will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies

affecting City's interest in a prompt and efficient manner. Contractor's recordkeeping obligations provided in this Section 3.11 will survive the expiration or earlier termination of this Agreement.

3.12 Incorporation of Grant Requirements. To the extent the Work and Project are funded pursuant to the Grant Agreement, Contractor acknowledges that such funding is subject to the terms, conditions, and requirements of the Grant Agreement and related grant award documents, statutes, regulations, and guidance (collectively, the "Grant Requirements"). All applicable Grant Requirements are hereby incorporated into this Agreement by reference as if fully set forth herein. Contractor will comply with all applicable Grant Requirements, including, without limitation, all Americans with Disabilities Act compliance requirements and Work performed within ODOT right-of-way requirements. Contractor will ensure that all subcontracts at any tier, whether funded in whole or in part by funding under the Grant Agreement, include provisions that incorporate all applicable Grant Requirements. Contractor will immediately notify City of any actual or suspected noncompliance with the Grant Requirements or any circumstance that may result in disallowance, repayment, or withholding of funding under the Grant Agreement. By signing this Agreement, Contractor certifies that Contractor has read and understands the Grant Agreement, is capable of complying with all applicable Grant Requirements, and will comply with all applicable Grant Requirements.

4. INSURANCE; INDEMNIFICATION

4.1 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the types and minimum levels of insurance specified on the attached Schedule 4.1. In addition, Contractor will carry any additional insurance coverage deemed appropriate based on the risks of the Work and will require that each subcontractor carry any insurance coverage deemed appropriate based on the risks of the Work performed by the subcontractor.

4.1.1 Contractor will have workers' compensation and employers' liability insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative as additional insureds (except the professional liability, workers' compensation, and employers' liability coverages), and will contain a severability of interest clause; the workers' compensation and employers' liability insurance will contain a waiver of subrogation in favor of City. Contractor's insurance will be primary, and any insurance or self-insurance retention of the additional insureds will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions), including without limitation, copies of all required additional insured endorsements that Contractor is required to obtain under this Agreement, upon Contractor's execution of this Agreement and at any other time requested by City. Contractor must provide thirty (30) days' prior written notice to City before cancellation of, material change to, reduction of, potential exhaustion of limits of, or non-renewal of the required insurance coverage(s). If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage, with costs to be reimbursed by Contractor immediately upon City's demand. All insurance required under this Agreement must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to City.

4.1.2 The liability coverages (except professional liability, workers' compensation, and employers' liability coverages) must endorse the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation, and their respective officers, members,

agents, and employees as additional insureds but only with respect to Contractor's activities to be performed under this Agreement. Contractor's insurance will be primary, and any insurance or self-insurance retention of the additional insureds will be excess and noncontributing. Additional insured endorsements on the commercial general liability insurance will be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations, and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional insured endorsements will be submitted to City with the certificates of insurance and must be acceptable to City.

4.1.3 If any required insurance policy is on a "claims made" basis, Contractor will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date, for a minimum of twenty-four (24) months following the later of: (a) Contractor's completion and City's acceptance of all services required under this Agreement, or (b) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four-month (24-month) requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period for "tail" coverage reasonably available in the marketplace is less than the twenty-four-month (24-month) period described above, then Contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, Contractor will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

4.1.4 Contractor will ensure that each subcontractor obtains and maintains commercial general liability insurance, comprehensive automobile liability insurance, pollution liability insurance, professional liability insurance, workers' compensation insurance, and employers' liability insurance, with each insurance coverage meeting all of the same insurance requirements applicable to Contractor under this Agreement. Contractor will obtain proof of required subcontractor insurance coverages from any subcontractor performing Work under a subcontract and will provide such proof to City immediately upon City's demand.

4.2 Surety Bonds. Prior to Contractor's commencement of the Work, Contractor will, at Contractor's sole cost and expense, obtain, execute, and deliver to City separate performance and payment bonds each in a sum equal to or greater than the Contract Price on forms provided by City (the "Bonds"), executed by a corporate surety holding a certificate of authority to transact surety business in Oregon and otherwise acceptable to City. In the event of any increases in the Contract Price, Contractor will increase the Bonds to an amount equal to the increased Contract Price. Contractor will pay the costs of all Bonds. City will hold the Bonds until expiration of the warranty period or, if later, completion of all warranty items identified prior to expiration of the warranty period. Contractor will ensure that ODOT is named as an additional or dual obligee on the Bonds.

4.3 Indemnification – City.

4.3.1 To the fullest extent permitted by law, Contractor will defend, indemnify, save, and hold City and each City Representative harmless from and against all claims, suits, actions, proceedings, liabilities, judgments, penalties, fines, costs, damages, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys fees ("Claims"), arising from, related to, and/or caused by, directly or indirectly, the performance of the Work by Contractor or any Contractor Representative, Contractor's breach and/or failure to perform any representation, warranty, covenant, and/or obligation contained in this Agreement, and/or the negligence or willful misconduct of Contractor or a Contractor Representative with respect to the Work and/or Project.

Notwithstanding the foregoing, neither Contractor nor any attorney engaged by Contractor will defend any Claim in the name of City nor purport to act as a legal representative of City without first receiving City's written approval to act as legal counsel for City, nor will Contractor settle any Claim on behalf of City without the prior written approval of City. City reserves all rights to pursue claims it may have against Contractor if City elects to assume its own defense. Contractor will ensure that (a) the indemnification provisions in this Section 4.3 are included in any subcontract(s) entered into under this Agreement or otherwise in connection with the Work and/or Project, and (b) the term "Contractor" will be replaced with the proper identity of the subcontractor named in any applicable subcontract. Contractor's indemnification obligations provided in this Section 4.3 will survive the expiration or earlier termination of this Agreement.

4.3.2 If any provision herein could be read to require a type or degree of indemnification or insurance not permitted by Oregon law, it is hereby expressly restricted only to that type or degree of indemnification or insurance which is permitted by Oregon Law. To the extent required under ORS 30.140, no provision of the Contract Documents will require Contractor, or its surety or insurer, to indemnify another against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by negligence of the indemnitee; provided, however, this paragraph will not affect any provisions of the Contract Documents that requires Contractor or Contractor's surety or insurer to indemnify against liability for damage arising out of death and/or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons and/or damage to property arises out of the fault of the indemnitor, or the indemnitor's agents, representatives, and/or subcontractors. In any and all Claims against City or any City Representative, these indemnification obligations will not be limited in any way by any limitation in the amount or type of damages, compensation, and/or benefits payable by or for workers' compensation acts, disability acts, and/or other employee benefit acts.

4.4 Indemnification – ODOT. To the fullest extent permitted by law, Contractor will indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, and ODOT, and each of their officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, costs, and expenses, including attorneys fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of Contractor or any Contractor Representative ("Tort Claims"). It is the specific intention of the parties that ODOT will, in all instances, except for claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by Contractor from and against any and all Tort Claims. Neither Contractor nor any of Contractor's subcontractors, nor any attorney engaged by Contractor or Contractor's subcontractors shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as a legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense. Contractor will ensure that (a) the indemnification provisions in this Section 4.4 are included in any subcontract(s) entered into under this Agreement or otherwise in connection with the Work and/or Project, and (b) the term "Contractor" will be replaced with the proper identity of the subcontractor named in any applicable subcontract. Contractor's indemnification obligations provided in this Section 4.4 will survive the expiration or earlier termination of this Agreement.

5. TERMINATION; DAMAGES

5.1 Termination without Cause. City may terminate this Agreement at any time if City determines that termination of this Agreement is in the best interests of the public, which may include, without limitation, non-availability of funding for some or all portions of the Work. City will provide Contractor ten (10) days' prior written notice of any termination City determines is in the best interests of the public. After City's delivery of a termination notice under this Section 5.1, Contractor will provide City with immediate and peaceful possession of the Project site and materials located on and off the Project site for which Contractor received payment(s). Upon City's termination of this Agreement pursuant to this Section 5.1, City will reimburse Contractor for any unpaid satisfactorily completed Work incorporated into the Project through the date of termination, subject to reasonable retainage to allow City to correct any deficiencies in Contractor's performance of the Work. Contractor will not be entitled to receive payment for lost profits for Work not performed due to termination under this Section 5.1. City will not reimburse Contractor for any continuing contractual commitments to subcontractors, materialmen, or others, or for penalties or damages for canceling such contractual commitments, and Contractor will make all subcontracts and other commitments subject to this provision.

5.2 Termination for Cause. Each of the following constitute a default by Contractor under this Agreement: (a) Contractor fails to prosecute the Work continuously with sufficient laborers, materials, and/or equipment to ensure its completion of the Work by the Completion Date; (b) Contractor fails to complete the Work in accordance with the Contract Documents; (c) Contractor fails to pay its obligations as and when they become due; (d) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement; or (e) Contractor gives City reasonable cause to doubt Contractor's ability to timely, fully, and properly complete the Work (or any other obligation under this Agreement). City may terminate this Agreement immediately on written notice to Contractor if City determines in its sole discretion that Contractor is in default under this Agreement as provided under this Section 5.2.

5.3 Damages.

5.3.1 If City terminates this Agreement under Section 5.2, City may take over the prosecution of any portion of the Work and may complete it with its own forces or otherwise, or use such other measures City determines, in City's sole discretion, are necessary or appropriate to prevent delay or damage. Completion of the Work, or any portion thereof, will not constitute a forfeiture of City's right to recover damages from Contractor for Contractor's delay or failure to complete the Work, including, without limitation, City's right to liquidated damages under Section 5.3.2. City's decision to terminate this Agreement will not constitute City's sole remedy; City will have all remedies available to City under this Agreement and at law and/or in equity. If the cost to City of performing the balance of the Work exceeds the unpaid balance of the Contract Price, Contractor will be liable, and will immediately reimburse City upon demand, for such excess.

5.3.2 Contractor acknowledges and agrees that City will sustain damages as a result of Contractor's failure to timely and properly complete the Work in accordance with the Contract Documents. Contractor further acknowledges and agrees that in the event of Contractor's default under this Agreement it will be impractical and extremely difficult to determine the amount of actual damages City will sustain due to delays arising from Contractor's default. Contractor will pay City \$500.00 per day as liquidated damages for any delay, not as a penalty, but as a reasonable forecast of just compensation for City's losses and expenses for each calendar day or fraction thereof, including, without limitation,

during the correction of deficiencies and final clean-up, elapsing between the Completion Date and the date the Work is Substantially Completed.

5.4 Remedies. Notwithstanding anything contained in this Agreement to the contrary, termination by City will not constitute a waiver of any rights, claims, and/or causes of action City may have against Contractor. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law and/or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. In addition to and not in lieu of any remedy available to City, if Contractor fails to prosecute the Work properly, or fails to perform any provision of this Agreement, or does (or omits) anything where safety or proper construction may be compromised or damage or injury to persons or property may result, then City, after three (3) days' written notice to Contractor, will have the right to correct all omissions or deficiencies and may deduct the resulting costs from the Contract Price. No action taken by City hereunder will affect any other rights or remedies available to City or relieve Contractor from any obligations, consequences, and/or liabilities arising from such acts or omissions. Contractor waives all rights against City for consequential damages arising out of or relating to this Agreement.

5.5 City's Right to Perform. If Contractor fails to take prompt and adequate action to bring the Work into compliance with the Schedule, correct deficiencies in the Work, or perform any other obligation under this Agreement, City will have, in addition to any other remedy available to City, the right, but not the obligation, to perform such Work or cure any other default by Contractor as City deems necessary, in City's sole discretion, with the costs and expenses of such performance or cure to be reimbursed by Contractor immediately upon City's demand.

6. MISCELLANEOUS

6.1 Non-Discrimination. Contractor agrees that no person will, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor will comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

6.2 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.



6.3 Severability; Assignment; Binding Effect; Amendment; Survival. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any provision of this Agreement will in no way impair the enforceability of other provisions of this Agreement. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. Except for payment of the Contract Price, City has no obligation to pay or perform any of Contractor's obligations under this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All Contractor representations, warranties, covenants, and obligations contained in this Agreement (including, without limitation, Contractor's indemnity obligations) will survive the termination of this Agreement.

6.4 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-laws principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Harney County, Oregon. Each party consents and submits to the jurisdiction of any state court located in Harney County, Oregon.

6.5 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.6 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements.

6.7 Modifications Required by the State of Oregon. In the event that the State of Oregon, the Oregon Transportation Commission, ODOT, or their successors requires amendments, additions, modifications, revisions, supplements, deletions, and/or changes to this Agreement as a condition precedent to the granting of funds for the Project, or otherwise, Contractor agrees to consent to such amendments, additions, modifications, revisions, supplements, deletions, and/or changes to any of the provisions of this Agreement as may be required in connection with the Grant Agreement and/or otherwise in connection with the availability of grant funds for the Project.

6.8 Third-Party Beneficiary. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. Notwithstanding the foregoing, the State of Oregon and ODOT are third-party beneficiaries of this Agreement.

6.9 Person; Interpretation; Execution. As used in this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns, and any variations of such pronouns, used in this Agreement will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. Titles, captions, or headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. Except as otherwise provided in this Agreement, when a party is exercising any consent, approval, determination, or similar discretionary action under this Agreement, the standard will be the party's commercially reasonable discretion and such discretion will not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:
City of Burns

CONTRACTOR:
Hueckman Contracting LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 4.1
Insurance Requirements

<i>Type</i>		<i>Limits</i>
i.	Employers Insurance	
a.	Workers' Compensation covering all employees who are engaged in any Work under the Agreement:	Statutory limits
b.	Employers' Liability, including, without limitation, bodily injury by disease	\$2,000,000.00 per occurrence
ii.	Commercial General Liability*:	\$2,000,000.00 per occurrence \$4,000,000.00 aggregate limit
iii.	Comprehensive Automobile Liability including Owned, Non-owned and Hired Vehicles:	\$2,000,000.00 per occurrence \$4,000,000.00 aggregate limit
iv.	Pollution Liability	\$2,000,000.00 per occurrence
v.	Professional Liability	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate limit
vi.	Builder's Risk	The Contract Price

* Commercial General Liability insurance will be issued on an occurrence basis covering bodily injury and death, property damage and destruction, and will include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When Work to be performed includes operations or activity within fifty (50) feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, Contractor and any subcontractor will provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Exhibit A
Contractor's Bid

[attached]

EXHIBIT B
Plans

[attached]

EXHIBIT C
Special Provisions

[attached]

1

Exhibit D
Schedule

{to be attached}

Exhibit E
Public Contracting Provisions

1. Contractor will make payment promptly, as due, to all persons supplying to Contractor labor or materials for the performance of the Work provided for in this Agreement. [ORS 279C.505(a)]
2. Contractor will pay all contributions or amounts due to the Industrial Accident Fund from Contractor incurred in the performance of this Agreement. [ORS 279C.505(b)]
3. Contractor will not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or materials. [ORS 279C.505(c)]
4. Contractor will pay to the Oregon Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505(d)]
5. Contractor will demonstrate that an employee drug testing program is in place. [ORS 279C.505(2)]
6. For any demolition, Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective. [ORS 279C.510(1)]
7. For any lawn and landscape maintenance, Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost-effective. [ORS 279C.510(2)]
8. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person in connection with this Agreement as the claim becomes due, the proper office or officers representing the state or county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor by reason of this Agreement. [ORS 279C.515(1)]
9. If Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from City or Contractor (as applicable), Contractor or the first-tier subcontractor will owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent (9%) per annum. The amount of interest may not be waived. [ORS 279C.515(2)]
10. If Contractor or a subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The payment of a claim does not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claim. [ORS 279C.515(3, 4)]
11. 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 it, and in such cases, except in cases of agreements for personal services as defined in ORS 279C.100, the employee will be paid at least time and a half pay for:

11.1 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

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

11.3 all work performed on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)]

12. Contractor will comply with the prohibition set forth in ORS 652.220 and compliance with that statute is a material element of the Agreement. Failure to comply with the prohibition set forth in ORS 652.220 is a breach that entitles City to terminate this Agreement for cause. [ORS 279C.520(1)(b)]

13. Contractor will 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)]

14. Contractor will give notice in writing to employees either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(2)]

15. Contractor will give notice in writing to employees who perform services under this Agreement, either at the time of hire or before commencement of the services under this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [ORS 279C.520(5)(b)]

16. Contractor will 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 or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. [ORS 279C.530(1)]

17. Contractor and any subcontractors working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279C.530(2)]

18. Contractor will comply with the then-applicable state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of this Agreement either by Contractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. [ORS 279C.830 (1)(a)]

19. Workers will be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. Contractors and any subcontractor must comply with ORS 279C.840. {ORS 279C.830(1)(c)}

20. Applicable State of Oregon prevailing rates of wage are available electronically and accessible on the Internet at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. The title and date of the applicable prevailing wage rates publication or determination is: Oregon Bureau of Labor and Industries Prevailing Wage Rates for Public Works Contracts dated effective July 5, 2025 (July 5, 2025 Prevailing Wage Rate Book). {ORS 279C.830(1)(a); OAR 839-025-0020(6) and (7)}

21. Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless Contractor or the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9). {ORS 279C.830(2)(a); OAR 839-025-0020(6)(e)}

22. Contractor must require every subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any Work, and must require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9). {ORS 279C.830(2)(b)}

23. Contractor will ensure that every subcontract includes the applicable provisions contained in this Exhibit E (Public Contracting Provisions) to this Agreement.

BID FORM

City of Burns, Oregon

S. KEARNY AVE - Improvement Project

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Burns
Attn: City Manager
242 Broadway Ave.
Burns, OR 97720*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>601</u>	<u>10/01/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related



reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SECTION BID Schedule 'A' – S. KEARNEY AVE Improvement Project

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
A 1	MOBILIZATION	1	LS	\$ 27,000. ⁰⁰	\$ 27,000. ⁰⁰
A 2	EROSION AND POLLUTION CONTROL	1	LS	\$ 500. ⁰⁰	\$ 500. ⁰⁰
A 3	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
A 4	CLEARING AND GRUBBING	1	LS	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
A 5	F.D.R. - EXISTING AC and BASE AGGR.	2900	SY	\$ 3. ⁹⁰	\$ 11,310. ⁰⁰
A 6	RECONDITION EXISTING ROADWAY - SHAPE AND COMPACT	1	LS	\$ 14,920. ⁰⁰	\$ 14,920. ⁰⁰
A 7	3/4"-0" BASE ROCK	20	TON	\$ 60. ⁰⁰	\$ 1,200. ⁰⁰
A 8	LEVEL 2, 1/2" DENSE, HMAC	505	TON	\$ 150. ⁰⁰	\$ 75,750. ⁰⁰
A 9	CURB & GUTTER /APPRON	40	LF	\$ 99. ⁰⁰	\$ 3,960. ⁰⁰
A 10	8" C-900 PVC STORM DRAIN	256	LF	\$ 59. ⁰⁰	\$ 15,104. ⁰⁰
A 11	8" GATE VALVE	1	EA	\$ 2,529. ⁰⁰	\$ 2,529. ⁰⁰
A 12	STORM DRAIN CATCHBASIN	4	EA	\$ 2,800. ⁰⁰	\$ 11,200. ⁰⁰
A 13	SAWCUT ASPHALT	257	LF	\$ 4. ⁰⁰	\$ 1,028. ⁰⁰
A 14	ADJUST EXISTING MANHOLE	2	EA	\$ 800. ⁰⁰	\$ 1,600. ⁰⁰
A 15	ADJUST EXISTING VALVE / MONUMENT BOX	2	EA	\$ 800. ⁰⁰	\$ 1,600. ⁰⁰

[illegible]

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Schedule 'A'
Bid Price

\$ 173,701.⁰⁰

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that once awarded, the contractor will provide a schedule and that all work will be will be completed in 45 days after work has begun.
- 6.02 Bidder agrees that the Work will be substantially complete no later than June 30th, 2026 calendar days after the date when the Contract Times commence to run and will be completed and ready for final payment within 45 calendar days after the date when the Contract Times commence to run.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; EXHIBIT B – BID BOND
 - B. List of Proposed Subcontractors; EXHIBIT F – FIRST TIER SUBCONTRACTOR DISCLOSURE
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: 216407 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. *Project is funded by Small Cities Allotment Grant and the City of Burns.*

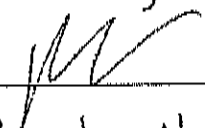
ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

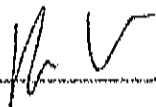
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hueckman Contracting LLC

By: 
[Signature]

[Printed name] Brandon Hueckman
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Brandon Hueckman

Title: Owner

Submittal Date: _____

Address for giving notices:

P.O. Box 301

Canyon City, OR 97820

Telephone Number: (208) 921-5379

Fax Number: _____

Contact Name and e-mail address: Brandon Hueckman

bhueckman22@gmail.com

Bidder's License No.: 216407
(where applicable)

EXHIBIT F.

FIRST-TIER SUBCONTRACTOR DISCLOSURE

Instructions for First-Tier Subcontractor Disclosure:

Bidders are required to disclose information about first-tier subcontractors who will be furnishing labor, or labor and materials, on the Project when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or materials would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, whichever is greater, or (ii) \$350,000 regardless of the percentage of the total project bid, the bidder must disclose the following information about that subcontract either in its bid submission, or within two (2) hours after bid closing:

1. The subcontractor's name;
2. The category of work that the subcontractor would be performing; and
3. 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 accompanying form.

The attached first-tier subcontractor disclosure form must be utilized.

THE CITY WILL REJECT A BID IF YOU FAIL TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)

Prime Contractor Name Hueckman Contracting LLC.
PROJECT NAME: S. Kearney Ave. Improvement Project
BID CLOSING: Date: 10/7/25 Time: 2:00 ☐ AM ☒ PM
REQUIRED DISCLOSURE DEADLINE: Date: 10/7/25 Time: 4:00 ☐ AM ☒ PM

INSTRUCTIONS:

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the project name clearly marked, at the location indicated by the specified disclosure deadline. See Invitation to Bid.

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>Hatch Western Company Inc.</u>	<u>\$8,671.00</u>	<u>FDR</u>
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

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): Hueckman Contracting LLC.

Contact name: Brandon Hueckman

Phone No.: (208) 921-5379

**SOUTH KEARNEY AVENUE SMALL CITY
ALLOTMENT PUBLIC IMPROVEMENT PROJECT
CITY OF BURNS, OREGON**

Unchanged - Proposals due: 2:00pm 10/7/25

October 1st, 2025

Addendum #1

Ladies / Gentlemen:

This addendum is to address questions and changes to the Contract Documents for the South Kearney Avenue Small City Allotment Public Improvement Project, City of Burns, Oregon.

1. The "EXHIBIT A. C-410 Bid Form S KEARNY AVE" Article 5 -Basis of Bid the units for Item A5 are incorrect. (page 3) Cubic Yards are to be replaced with Square Yards. Please use the attached revised page for your bid submission.

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EXHIBIT B.

BID BOND

Bond # 67645683

KNOWN ALL MEN BY THESE PRESENTS, that Hueckman Contracting LLC, hereinafter called the Principal, and WESTERN SURETY COMPANY, a corporation duly organized under the laws of the State of South Dakota, having its principal place of business at 151 N. Franklin, 17th Floor, Chicago, in the State of Illinois 60606, and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the

CITY OF BURNS, hereinafter called the Oblige, in the penal sum of Ten Percent of Amount Bid DOLLARS (\$ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal herein is herewith submitting his/her or its bid for the **KEARNEY AVENUE SMALL CITY ALLOTMENT PUBLIC IMPROVEMENT PROJECT** said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and Contract documents with the time fixed by said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and sealed this 7th day of October, 2025.

SURETY:

WESTERN SURETY COMPANY

Name

By:

Amanda Holliday

Title: ATTORNEY IN FACT

Phone Number: 605-336-0850



CONTRACTOR:

Hueckman Contracting LLC

Name

By:

[Signature]

Title:

owner

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67645683

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint AMANDA PUTE HOLLIWAY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hueckman Contracting LLC

Obligee: CITY OF BURNS

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67645683 is not issued on or before midnight of January 5th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 7th day of October, 2025.

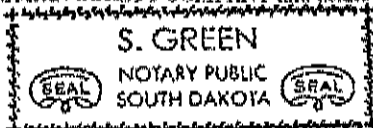
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 7th day of October, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 7th day of October, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

S. Kearny Avenue Improvement Project

SPECIAL PROVISIONS

SCOPE OF WORK

Work covered by this Contract and the basis of payment will include all labor, equipment, and materials necessary to construct the following improvements required to complete the Project.

All Work will be performed in accordance with these Special Provisions and the 2024 Oregon Standard Specification for Construction (hereafter referred to as the "Standards"), as published by ODOT and APWA, Oregon Chapter as applicable. Any conflict between these Special Provisions and the Standards will be resolved in favor of the more restrictive specifications or as directed by the City of Burns ("City").

COOPERATION WITH UTILITIES

City does not anticipate any conflicts with utilities but has included contact information for utilities within the Project area.

Contact information for City of Burns Public Works: Ty Richardson
(541) 589-3579
trichardson@cityofburnsor.gov

Oregon Trail Electric: Donna Speakman
(541) 575-5413
dspeakman@otecc.com

Century Link/Lumen: Bob Watters
541-604-5702
Robert.watters@lumen.com

Charter Communications: Bret Picciolo
Bret.picciolo@charter.com

PRECONSTRUCTION CONFERENCE

A preconstruction conference at the City will be required before proceeding with the Work.

PREVAILING RATES OF WAGE

The Project is a public works project subject to ORS 279C.800 to 279C.870 (Prevailing Wage Rate). Applicable prevailing rates of wage are available electronically and accessible on the Internet at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. The applicable prevailing wage rates accessible at the aforementioned web address are incorporated into these Special Provisions.

S. Kearny Avenue Improvement Project

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

00210.40 Mobilization - Add the following bullets to the end of the bullet list:

Section 00210.40 add the following bullets after the last bullet point.

- Procurement of the bonds and insurance coverage required, air and noise pollution control measures, and project site cleanup.
- No burning will be allowed, without proper permit and/or written approval. Contractor will control dust and keep all existing roads used for access to and from the construction area free from dirt, rocks, and debris. After construction, all debris, including stray gravel and any other materials designated by the Architect/Engineer to be removed, will be transported away from the construction site and disposed of in accordance with applicable local, State and Federal laws. All property will be left in a condition satisfactory to the property owners. Contractor will clean-up the construction site daily.
- Obtaining permission for additional access to construction areas or additional workspace on private properties, if necessary, will be the responsibility of Contractor with no additional compensation from the Owner for such access. Contractor will be responsible for damages resulting from access to and from the project site. As Work is completed, Contractor will restore all areas to a condition equal to or better than existed prior to construction activities.
- Any monuments or other items not specifically covered under the bid schedules that lie within the construction limits and need to be adjusted to finished grade will be adjusted as part of this bid item. Disturbed or adjusted survey monuments must be reset or verified by a Professional Land Surveyor.
- Watering

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Traffic Lanes may be closed on the S. Kearny Avenue, Fillmore Street, and other City Streets when allowed by City of Burns Public Works and Emergency Services, Contractor to have written approval specifying dates and times, 48 hours prior to any closures.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

S. Kearny Avenue Improvement Project

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications.

SECTION 00240 - TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications modified as follows:

00240.90 Payment – Add the following statement

If contract bid documents include temporary drainage facilities as items, payment will be per item and units specified, not lump sum.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit.

When contaminants, pollutants or hazardous materials are discovered in the Project location in soils or groundwater comply with 00290.30(f) and, provide an environmental management plan (EMP) as required.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

SECTION 00305 - CONSTRUCTION SURVEY WORK

S. Kearny Avenue Improvement Project

Comply with Section 00305 of the Standard Specifications modified as follows:

The Project is to be built based on existing curb and gutter in combination with the material available. The street section is to be built symmetrical, street grades to match existing and cross section grades to be determined between contractor, project engineer, and City. Contractor will be responsible for providing any construction staking necessary to complete the Work according to the Contract Documents.

Contractor will be responsible for checking for conflicts with the control information and notify the Engineer prior to use. The Engineer will make electronic files available to facilitate layout if requested. If the survey control is knocked out, it will be reestablished at Contractor's expense.

All survey monuments will be preserved in accordance with ORS 209.140 and 209.150. If such monuments are disturbed or destroyed, Contractor will comply with the requirements of said ORS at his own expense.

Contractor will be responsible for the removal and disposal of all flagging, lath, stakes, and other temporary staking materials after the project is completed.

The accepted quantity of Survey will be paid for at the Contract unit price lump sum.

SECTION 00320 - CLEARING AND GRUBBING

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

00320.00 Scope - Replace this subsection with;

This Work consists of removing and properly disposing of vegetation and buried matter within a specified area, or as directed. Removal of asphalt, concrete, fencing, culverts, and other miscellaneous materials and structures on the site as needed to complete the project or as shown on the plans. The Work also includes preserving vegetation and objects designated to remain in place and cleanup of the work area.

Add the following:

AC Sawcutting is added as a special provision and will be in accordance with the plans and specifications herein:

Contractor will sawcut the pavement at the locations shown on the plans full depth of the existing asphalt surface. The saw will be a mechanical saw that is self-propelled capable of cutting a neat line perpendicular to the roadway surface.

The quantities of AC Sawcutting will be measured on a linear foot basis. No separate measurement will be made for depth of saw cut.

The accepted quantities of Work performed under this Section will be paid for at the Contract Unit Price per linear foot. Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals to complete the Work as specified.

S. Kearny Avenue Improvement Project

SECTION 00330 - EARTHWORK

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

00330.14 Selected Granular Backfill - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695...".

00330.15 Selected Stone Backfill - Delete the sentence that begins "Reclaimed glass meeting the requirements of Section 02695...".

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 shall export material to suitable site or site provided by the City of Burns.

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 Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and OWNER 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.

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

- Excess material used shape and create increased street cross slopes according to 00330.41(a)(4).

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

S. Kearny Avenue Improvement Project

00350.01 Definitions - Replace the sentence that begins "**Embankment Geotextile** - For installation..." with the following sentence:

Embankment Geotextile - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins "**Nonwoven Geotextile** - A textile..." with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins "**Subgrade Geotextile** - For installation..." with the following sentence:

Subgrade Geotextile - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "**Slump** - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less
 - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

00440.13 Field-Mixed Concrete - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

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S. Kearny Avenue Improvement Project

00440.40(b) Placing - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

Section 00445.11 Materials – Storm Drain Piping shall be Ductile Iron, C900 PVC, or other piping approved by project engineer. Contractor to provide manufacturer certification of any "other" piping is rated for the proposed cover and conditions.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.40(b) Pipe Connections - Replace the paragraph that begins "Grout concrete pipe connections..." with the following paragraph:

Grout concrete pipe connections to manholes or catchbasins so they are watertight, using non-shrink grout according to 02440.50.

00470.41(c) Grates, Frames, Covers and Fittings - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

S. Kearny Avenue Improvement Project

00470.42 Precast Concrete Catch Basins and Inlets - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

SECTION 00490 WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

SECTION 00643 – FULL DEPTH RECLAMATION BASE

Description

00643.00 Scope – The Full Depth Reclamation Base Work consists of constructing a reclaimed base by pulverizing and mixing the existing asphalt concrete pavement and base rock with water, and compacting and grading the base to the lines, grades, thicknesses and cross sections required.

00643.01 Abbreviations:

FDR – Full Depth Reclamation

Materials

00643.10 Materials:

a) Pulverized Material - The reclaimed pulverized material shall conform to the gradation in see below.

Sieve Size % Passing

3 inch 100

1 ½ inch 95 – 100

1 inch 90 – 100

#4 55 – 75.

S. Kearny Avenue Improvement Project

b) Water – Furnish water for mixing or compaction.

Equipment

00643.20 Pulverizing and Mixing Equipment - Furnish a self-propelled single-shaft or multiple-shaft pulverizer mixer machine specifically made for reclamation and capable of reclaiming the existing material to a minimum depth of 18 inches. The machine shall be equipped with automatic depth control and maintain a constant cutting depth and width. It shall be capable of pulverizing and mixing existing asphalt concrete and base rock per plans. All pulverizing and mixing shall be performed with this machine. Agricultural disks or motor graders are not acceptable mixing equipment. Pulverizing equipment shall be approved by the Engineer prior to use.

00643.23 Grading Equipment – Provide grading equipment capable of spreading the reclaimed material and striking it off to designated lines, grades and transverse slopes without segregation, dragging or fracturing of aggregate.

00643.24 Compaction Equipment – Provide self-propelled vibratory tamping foot and steelwheel rollers capable of reversing without backlash. Tamping foot rollers shall have a minimum gross static weight of 15 tons and smooth-wheel rollers shall have a minimum gross static weight of at least 12 tons.

00643.25 Water Trucks – Provide a water truck with ability to evenly spread water on base materials for compaction and dust control.

Construction

00643.40 Seasonal and Temperature Limitations – The Contractor shall not perform reclaiming operations when the weather conditions are such that proper mixing, shaping, and compacting of the reclaimed material cannot be accomplished. In

00643.41 Pre-Reclamation Conference - Supervisory personnel of the Contractor, including any subcontractors who are to be involved in the reclamation Work, shall meet with the Engineer at a mutually agreed time to discuss methods of accomplishing the Work. A representative of the Contractor responsible for the quality control on the project shall also attend.

00643.43 Pulverizing and Mixing - Pulverize, mix and compact the reclaimed base material in a single lift.

(a) Initial pulverization, mixing, compacting and grading:

1. Pulverize and mix existing materials in-place to a uniformly graded consistency according to 00643.10 and 00643.12.
2. After initial pulverizing and mixing, grade and compact the material with sufficient effort to determine correct grade. Or grade revised with project engineer based on available materials.

The density of the compacted FDR base shall be a minimum of 98% of the maximum density according to AASHTO T99, Method C corrected for oversize per AASHTO T224, 1996 Version.

00643.45 Shaping and Surface Tolerances - The grade of the compacted FDR base shall be finished to within a 1/2 inch of the lines and grades shown on the plans or as directed by the Engineer. Surface smoothness shall comply with 00641.45. Shape to achieve planned

S. Kearny Avenue Improvement Project

profile and cross slope, or as directed, and to fill or remove the tamping foot roller marks. If the surface does not meet the specified grade tolerance and smoothness, pre-level the FDR surface prior to paving with ACP in accordance with 00744.43(c).

00643.50 Preparation for Paving

- a. Proof roll the FDR base under the observation of the Engineer. Areas exhibiting deflection, reaction or pumping shall be repaired according to 00331.
- b. Sawcut and remove damaged or uplifted pavement adjacent to the FDR base. Sawcut and replace curbs and gutters damaged by the pulverizing operation. Repair to pavement and structures damaged by FDR process shall be at no additional cost to Agency.

Measurement

00643.80 Measurement

- a) **Full Depth Reclamation Base** - The quantity of FDR Base will be measured in the field on the area basis.

Payment

00643.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item Unit of Measurement

- (a) Full Depth Reclamation Base Square Yard

If contractor elects to remove asphalt, contractor is responsible to replace with 2.5 inches of ¾"-0" Base Aggregate at no cost above the FDR bid price.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Item (d) includes furnishing and placing the cover material.

Payment for excavation of areas of FDR that fail

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

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 0.1 Tons of Emulsified Asphalt in tack coat will be required on this Project.

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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 64-28 grade asphalt cement for this Project.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions:

Add the following definition:

Lightweight Concrete - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume..." with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.15(a) Current Mix Designs - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from

S. Kearny Avenue Improvement Project

within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

02001.15(b)(1) Trial Batch Plastic Properties - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 ¹
Air Content	AASHTO T 152 or T 196 ²
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 ³
Water Cement Ratio	⁴

- ¹ For drilled shaft concrete test the slump retention by subsequent tests at 60 minute intervals for the duration of the estimated drilled shaft placement. Report in table or graphical format.
- ² Use AASHTO T 196 for lightweight concrete.
- ³ Cast cylinders in single use plastic molds.
- ⁴ Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

Add the following subsection:

02001.15(b)(2)(e) Lightweight Equilibrium Density - For lightweight concrete mix designs, determine the measured oven-dry density and calculate the approximate equilibrium density according to ASTM C567.

02001.15(c)(10) Plastic Concrete Tests – Replace the bullet that begins "Initial slump test result and subsequent...."

- Initial slump test results and subsequent results at 60-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

02001.15(c)(12) Strength Analysis - Replace this subsection, with the following subsection:

02001.15(c)(12) Documentation of Average Compressive Strength - Provide an analysis, showing applicable data and calculations for documentation of average compressive strength according to ACI 301.

Add the following subsection:

02001.15(c)(15) LWFA - Submit most recent ASTM C330 test report.

Add the following subsection:

S. Kearny Avenue Improvement Project

02001.15(c)(15) Lightweight Equilibrium Density Results - For lightweight concrete designs, report densities according to 02001.15(b)(2)(e).

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000 (Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

02001.20(a)(1) Required Average Compressive Strength (f'_{cr}) - Replace this subsection, except for the subsection number and title, with the following:

Except for PPCM designs, provide the required average compressive strength according to ACI 301 for mix design approval.

02001.50(d) Concrete Strength Testing Technician (CSTT):

- Receive concrete test cylinders
- Record data
- Strip cylinders
- Store cylinders
- Test cylinders
- Record test data
- Report test data



S. Kearny Avenue Improvement Project

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

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SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Replace the paragraph that begins "Furnish liquid membrane-forming curing..." with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.10(a)(1) Geotextiles - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

02320.10(b) Acceptance Requirements - Replace this subsection with the following subsection:

02320.10(b) Identification - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product. Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

02320.10(c)(1) Geotextiles - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as "NTPEP listed" in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer's test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.

S. Kearny Avenue Improvement Project

- Manufacturer's name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.30(b) High Strength Tie Rods, Anchor Bolts and Anchor Rods - Add the following paragraph to the end of this subsection:

End stamp all ASTM F1554, Grade 105 according to ASTM F1554 Supplementary Requirements S2 and S3. If the end of the bolt is to be embedded in concrete, the projecting end from the concrete shall be the marked end.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(a) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

S. Kearny Avenue Improvement Project

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

		Sieve Size											
Size Number	Nominal Size Square Openings	(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(⅜ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	—
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	—
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	—
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	—
5	(1 to ¾ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	—
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 65	10 to 40	0 to 15	0 to 5	—	—	—	—
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	—
6	(¾ to ½ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	—
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	—
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	—
7	(¾ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	—
78	(¾ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	—
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	—
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	—

* Use two or more separated sizes which when combined meet these gradation limits.

** See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(b) Harmful Substances - In the paragraph that begins "Material passing No. 200 sieve...", replace the words "T 11" with the words "T 27 / T 11".

02690.30(g) Grading - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.33 Permanent Legends- Replace this subsection:

Permanent legends consist of white retroreflective screened, letters and numerals shall conform to MUTCD and shop drawings submitted for approval by Engineer and City of Burns public works department..

Add following subsection:

02910.50 Digitally Printed Signs, Temporary - Temporary traffic control signs may use digitally printed signs from an integrated engineered match component system on the QPL and applied to furnished substrate according to 00222.10(b).



S. Kearny Avenue Improvement Project

INCIDENTAL WORK- NO SEPARATE PAYMENTS (ALL SCHEDULES)

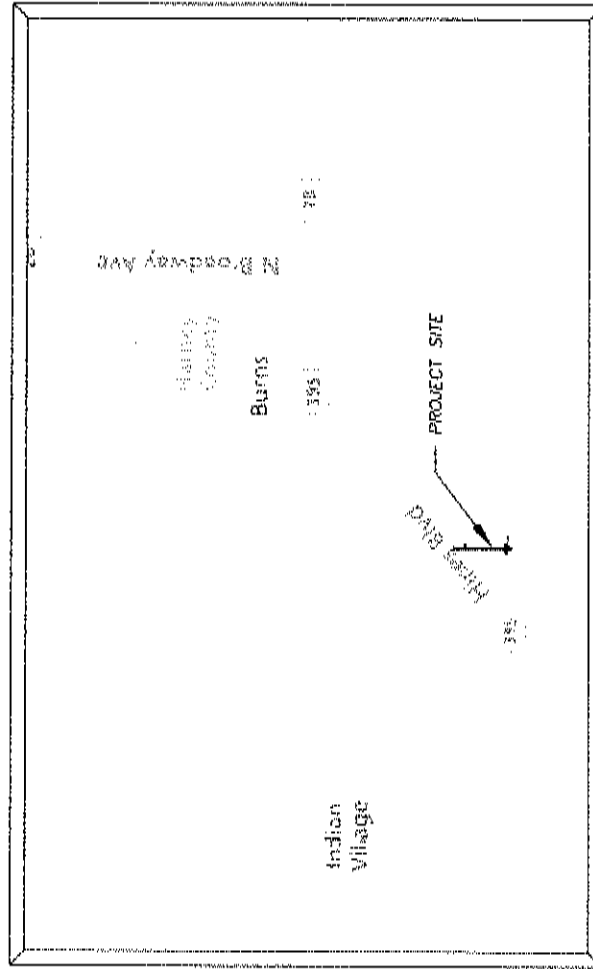
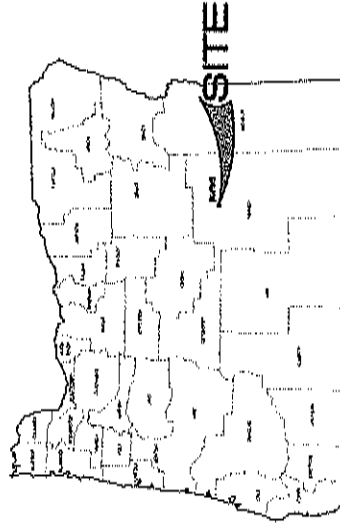
It is the intent of these documents that the bid item amounts listed in Contractor's Bid will provide full and complete payment for this project, as described in the Plans and Specifications. Payment for any Work, whether or not it is noted on the Plans or in the Specifications, that is necessary for the completion of the project as designed, but not listed explicitly as or with a bid item, will be included in the payments for the listed bid items.

S. KEARNEY AVENUE IMPROVEMENT PROJECT

OWNER/APPLICANT:

CITY OF BURNS

242 S. BROADWAY
BURNS, OREGON 97726
CONTACT: TY RICHARDSON
PH: 541-673-5255



INDEX

SHEET	DESCRIPTION
01	COVER
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04	CATCH BASIN DETAILS
05	DETAILS
06	DETAILS

ENGINEER:

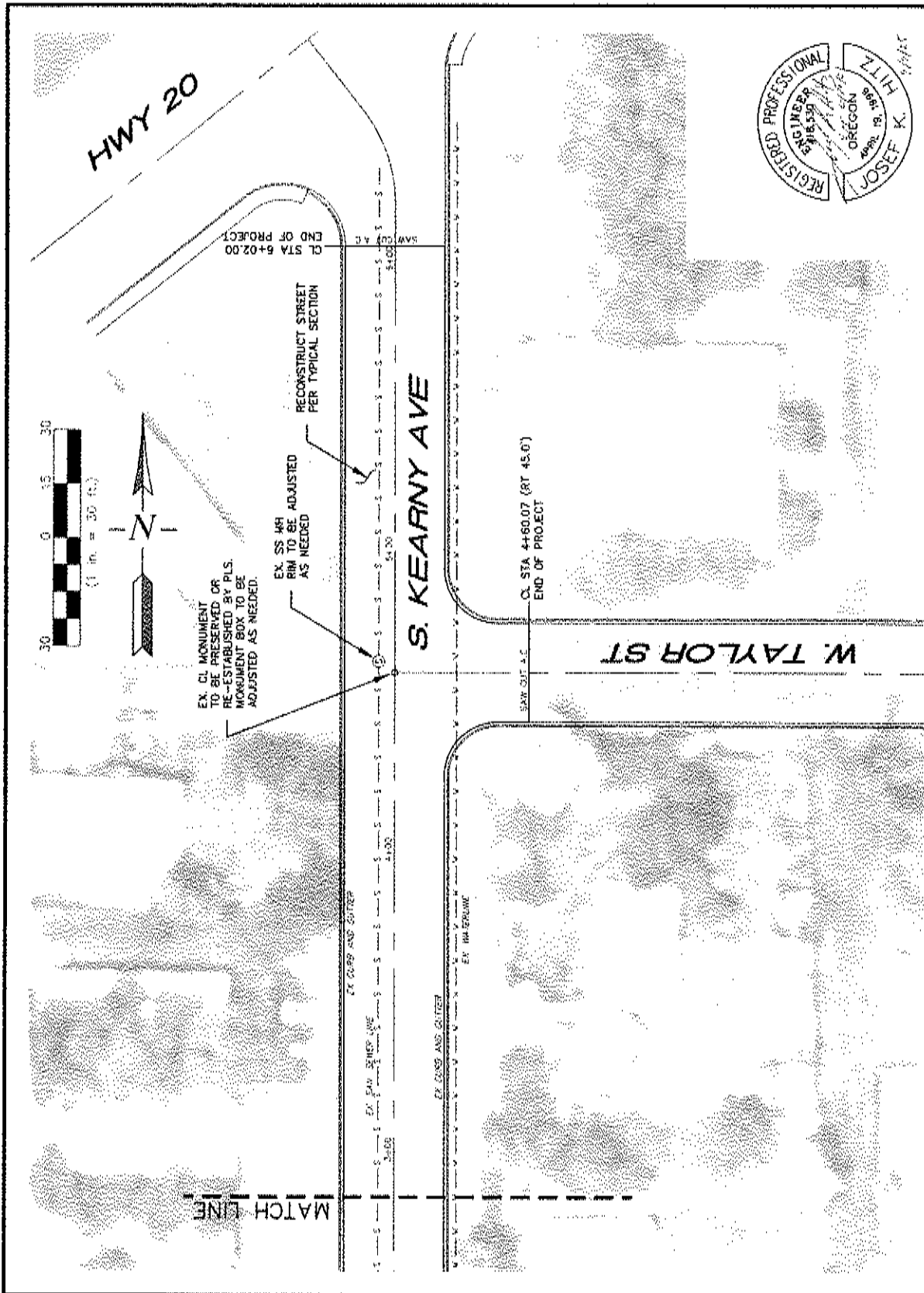
SS&L ENGINEERING

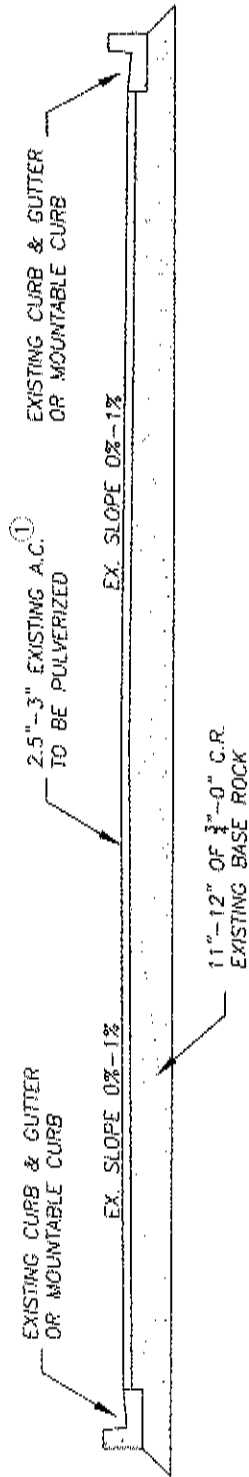
150 E. MAIN STREET
JOHN DAY, OR 97845
CONTACT: ABE HUIZ
PH: 541-575-3777

NOT A PART OF THE PROJECT

DATE: 11/1/25

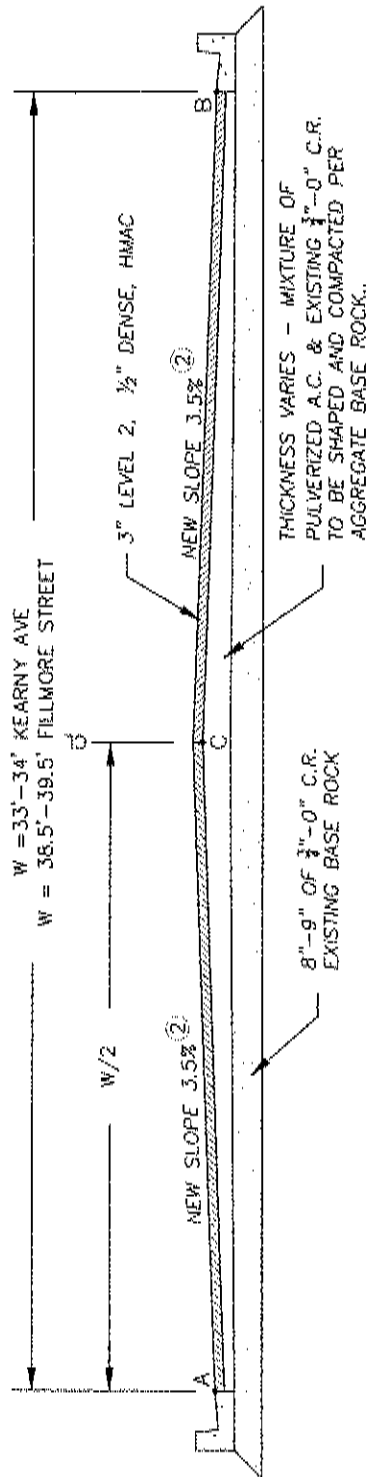
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EXISTING TYPICAL STREET CROSS SECTION

NTS



NEW TYPICAL STREET CROSS SECTION

NTS

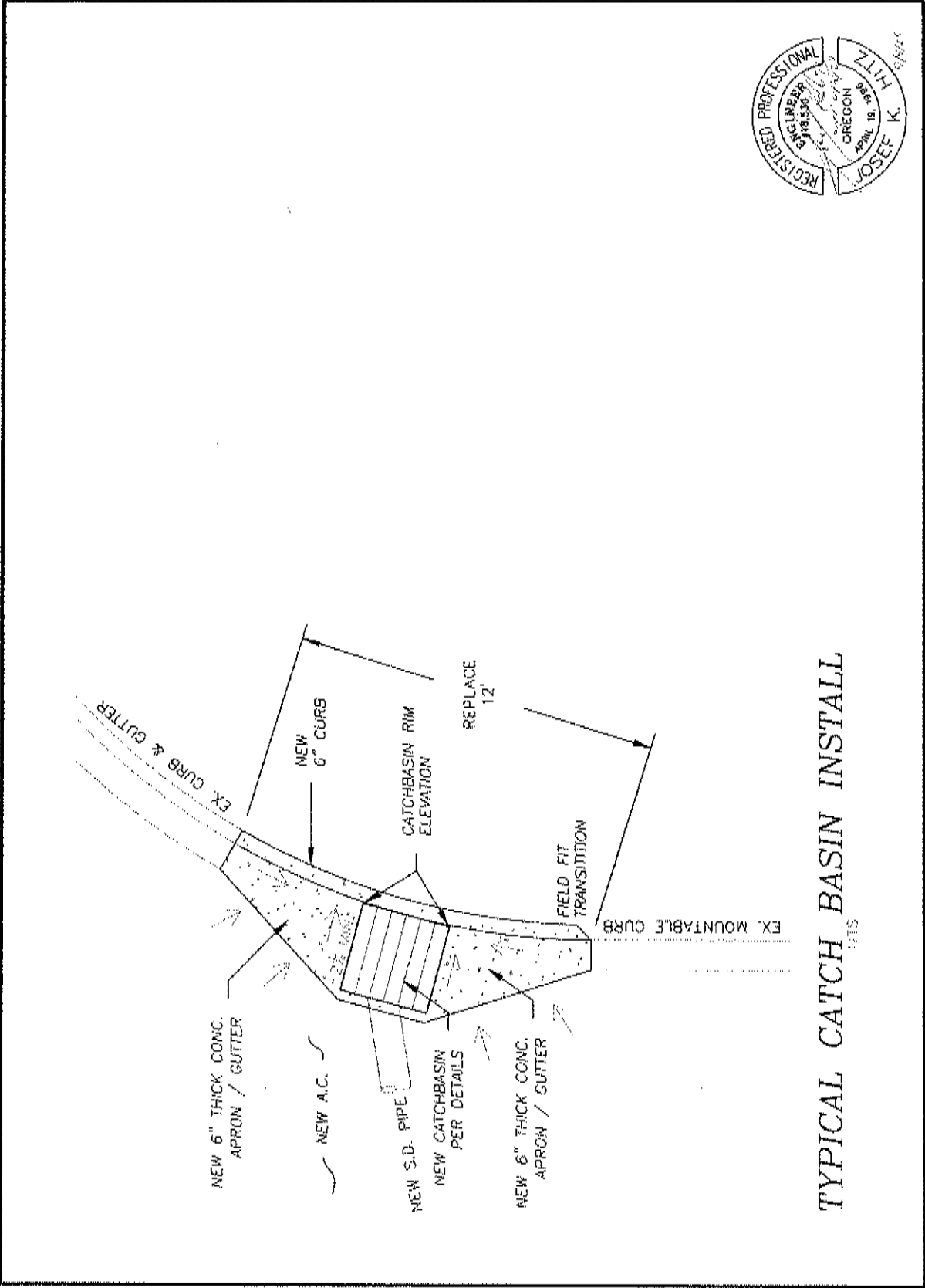
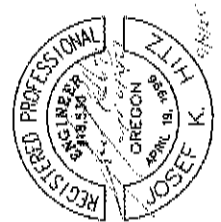
EXISTING POINTS 'A' & 'B' TOP FACE OF EXISTING GUTTER
NEW CL TOP OF BASE AGGREGATE = POINT 'C' = 4" ABOVE ELEVATION (A+B/2)
CONTRACTOR TO CONFIRM POINTS A & B DO NOT EXCEED $\pm 2"$

① CONTRACTOR'S OPTION TO REMOVE EXISTING A.C. AND REPLACE WITH
2 1/2" NEW 3/4"-0" C.R. BASE ROCK. AT SAME BID PRICE AS PULVERIZE A.C. ITEM.

② CONTRACTOR TO ROUGH GRADE THE CROWN AFTER PULVERIZING EXISTING A.C.
BASED ON AVAILABLE MATERIAL, CONTRACTOR TO WORK WITH ENGINEER TO ADJUST SLOPE IF NEEDED.







TYPICAL CATCH BASIN INSTALL



100 E. MAIN STREET
JOHN DAY, OREGON
(541) 576-3777

Architectural drawings of the City of Reno Concrete Club. The drawings include a plan view, a section view, and a detail view. The plan view shows the layout of the building with dimensions and labels for various parts. The section view shows the cross-section of the building, including the roof and walls. The detail view shows a close-up of a specific part of the building, such as a window or door. The drawings are labeled with 'CITY OF RENO' and 'CONCRETE CLUB'.

[illegible]

S. KEARNY AVE
IMPROVEMENT PROJECT
CITY OF BURNS

DETAILS

ISUL ENGINEERING
158 E. MAIN STREET
JOHN DAY, OREGON
(541) 678-3777

REV	DESCRIPTION	DATE

90

DATE: 4.10.2022
SCALE: AS SHOWN
SHEET: 01
JOB: 21-
JOB: 21-
JOB: 21-
JOB: 21-

PLAN VIEW

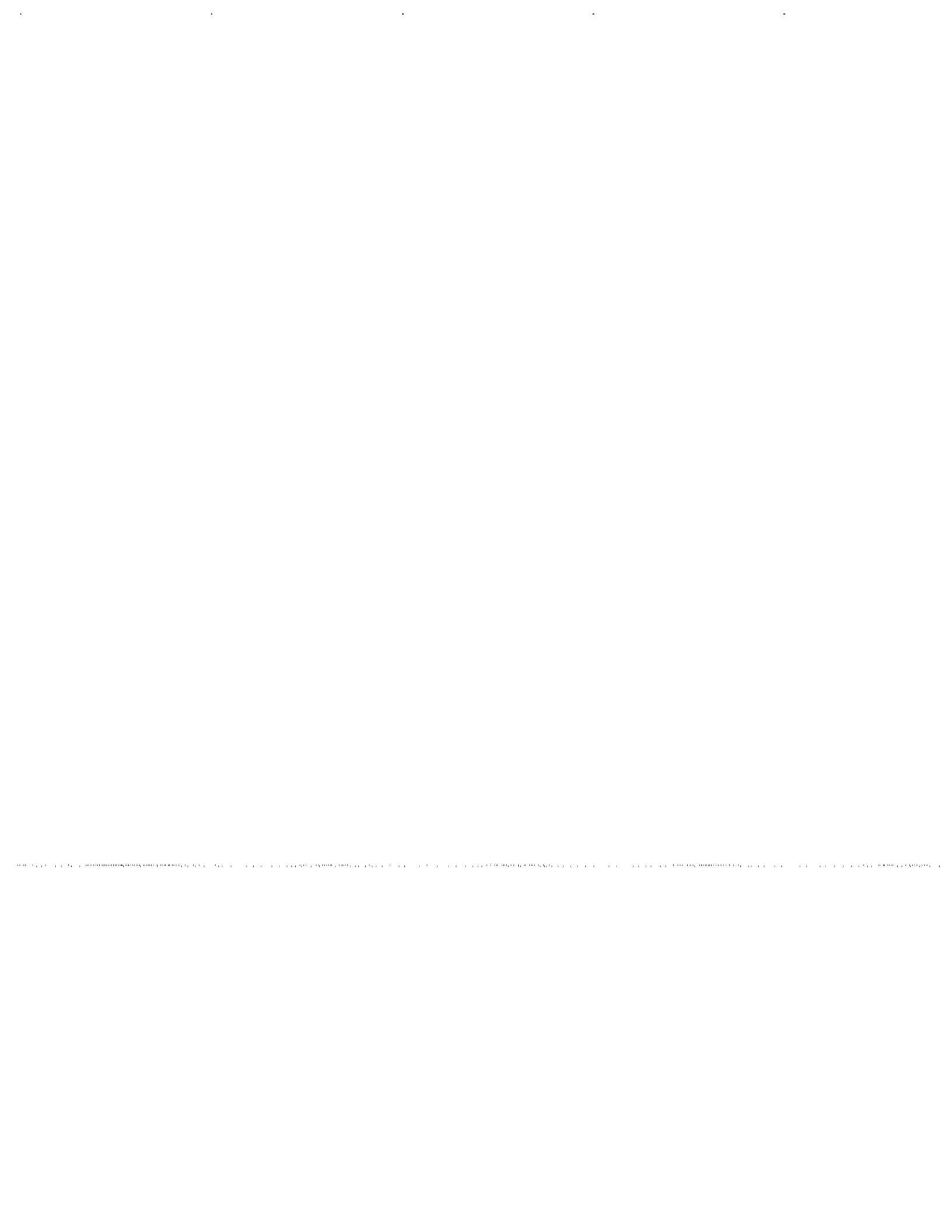
SECTION A-A

SECTION B-B

NOTES:

1. EXISTING STORMWATER BASIN TO BE REMOVED AND REPLACED WITH NEW CONCRETE BASIN.
2. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
3. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
4. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
5. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
6. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
7. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
8. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
9. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.
10. NEW BASIN SHALL BE 10' DIA. WITH 1' WALL THICKNESS AND 1' DEPTH.

REGISTERED PROFESSIONAL ENGINEER
JESSE K. HITT
1988
OREGON
16167
16167
16167
16167



**CITY OF BURNS
RESOLUTION NO. 26-821**

A RESOLUTION OF THE CITY OF BURNS, OREGON, ACCEPTING CERTAIN IDENTIFIED AND UNANTICIPATED REVENUES FROM CITY COUNTRY INSURANCE SERVICES, IN THE AMOUNT OF \$2,000.00.

Whereas, the City of Burns, (the city) applied to City Country Insurance Services for grant funds to purchase and install AED units; and

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BURNS, OREGON, THE FOLLOWING BUDGET CHANGES AS FOLLOWS:

ACCEPT:	CIS RISK MANAGEMENT GRANT 101100-4800142	\$2,000.00
EXPEND:	CITY HALL OFFICE EQUIPMENT 101404-5201026	\$2,000.00

Approved and adopted by the City of Burns this 8TH day of April 2026.

Attest:

City of Burns:

Tiffany Leffler, City Recorder

Brad Erbe, Mayor

