



405 SW 6<sup>th</sup> Street  
Redmond, OR 97756  
p: 541.923.1018  
f: 541.923.6441  
[www.housing-works.org](http://www.housing-works.org)

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## **ADVERTISEMENT FOR BIDS**

Central Oregon Regional Housing Authority will receive sealed bids for roofing, electrical, and HVAC work until the opening of sealed bids on June 3rd, 2025 at 3:00 p.m.

Submit sealed bids to the Office of Housing Works  
405 SW 6th Street  
Redmond, OR 97756

Refer to bidding requirements described in the full Invitation to Bid documents located on Housing Works' website under About, Legal Notices. Location of work includes 2 residential buildings in Bend and 1 in Prineville. All buildings are two stories in height.

Contractor is responsible for paying required licenses, inspection fees, permits, and insurance.

Start date is anticipated in June 2025.

Bonds required: 100% performance/payment bond and a \$30,000 public works bond.

### **Bid Questions:**

After reading the Invitation to Bid documents, all bid questions pertaining to this project should be addressed to:

Kelly Fisher, Asset Manager

[kfisher@housing-works.org](mailto:kfisher@housing-works.org)

All questions must be submitted 10 days before the bid due date and an addendum that answers these questions will be posted to Housing Work's website 5 days before the bid is due.

**END OF ADVERTISEMENT FOR BIDS**



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# INVITATION TO BID

(Sealed bid) Electrical

Por favor, hágale saber a Kelly de Housing Works si necesita que esta Invitación a Licitación se traduzca al español. Envíe un correo electrónico [kfisher@housing-works.org](mailto:kfisher@housing-works.org).

**BIDS MUST BE SEALED AND HAND DELIVERED TO HOUSING WORKS.** All bids must be received **NO LATER THAN 3:00 PM, June 3rd, 2025.** Bids received after this time will not be evaluated.

Information Contact: Kelly Fisher, Asset Manager, Email: [kfisher@housing-works.org](mailto:kfisher@housing-works.org)  
Housing Works, 405 SW 6<sup>th</sup> Street, Redmond, OR  
Phone: 541-323-7411

The purpose of this Invitation to Bid (ITB) is to obtain separate bids from qualified contractors to complete the scope of work described below. All feasible efforts shall be made to inform Minority, Women, Emerging Small Business and Service-Disabled Veteran Businesses of the ITB.

Please complete all areas of this page and include with your bid. By signing this form, you verify having read the information contained herein and agree to provide the services proposed herein.

Bidder's Signature: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Federal Tax I.D. No. or Social Security No.: \_\_\_\_\_

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Number of years in business? \_\_\_\_\_ Minority-owned business? \_\_\_\_\_

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## INVITATION TO BID (Sealed bid) Electrical

### INSTRUCTIONS TO BIDDERS

#### Overview

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#### Site Visit

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- Prairie House, 115 NW Deer St., Prineville, Tuesday, April 29<sup>th</sup>, 2025 9:00am-1:00pm

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Following Housing Works' procurement policy dated October 2021, contracts for construction exceeding \$100,000 are required under sealed bids. Housing Works will publicly solicit bids and will award a firm fixed price contract to the responsible bidder whose bid, conforming with all the material terms and conditions of this invitation, is the lowest in price. All procurement policies will be followed.

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Bids shall be opened publicly on June 3<sup>rd</sup>, 2025 at 3:00 at Housing Works, 405 SW 6<sup>th</sup> Street, Redmond, OR 97756. Contractor must have attended the site visit for bid to be eligible for review.

#### Oregon Prevailing Wage Law (BOLI)

Prevailing wage rate requirements apply to this project. BOLI has modeled its definition of "residential construction" after the US Department of Labor's definition of such projects. Generally, residential construction projects are projects for the construction, reconstruction, major renovation or painting of a single-family house or apartment building of no more than four stories in height. BOLI does not survey or publish residential rates, so residential construction projects generally use the federal residential Davis-Bacon wage rates. These rates can be found on the U.S. Department of Labor's website, [www.sam.gov](http://www.sam.gov) and have been attached to this Invitation to Bid. If the federal residential rate for a particular trade or classification is ever less than Oregon's minimum wage rate required, no less than Oregon's minimum wage must be paid. Where there is no applicable federal residential rate for a particular trade or classification being used on the project, the contractor must pay the appropriate state prevailing wage rate found in BOLI's PWR webpage: [www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx](http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx).



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Contractor must submit certified payroll reports to the public agency once a month, by the fifth business day of the following month. Certified payroll reports received by the public agency are public records subject to the provisions of ORS 192.311 to 192.478. ORS 279C.845(6).

### **Required Bonds**

Contractor must file a \$30,000 public works bond with the Construction Contractors Board (CCB) before beginning work on a public works project. Also, a 100% performance and payment bond will be required. Bidder shall deliver required bonds to Housing Works not later than three days following the date of an executed Contract.



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## INVITATION TO BID

(Sealed bid) Electrical

### Scope of Work

#### Horizon House, 1875 NE Purcell Blvd., Bend, OR

- Replace existing Fire Alarm System with new
  - sk 6808 fire panel, sk 6855 annunciator, (3) sk heats, (6) sk pulls, (50) sk photos smokes, (29) sounder bases, sk power supply 6, document box, bell, (30) horn strobes
  - Testing and documentation and Permit and submittals
- Add Card Access system (Allegion ENGAGE) for front entry door
  - Material, labor, conduit for front door, permit and submittal, setup and training
- Add 14 new Vivotech Cameras
  - Material, network video recorder, 12TB hard drive, Conduit to all cameras
- Purchase and install 2 heavy duty ADA operators (NABCO GT8500 or comparable) at two locations.
  - Install 2 button kits and all relays to work with the access control system
  - Connect all control power
- LED Lighting Retro, replace the following with LED lamps
  - (26) 6" cans, (20) 6" EM can, (21) HID lamps (bypass ballast), (4) bug eye (emergency lights), (6) exit signs, (124) T8 lamps with new T-LED/bypass ballast, (82) 18w compact fluorescent lamps, (3) parking lot HID lamps (bypass ballast), (6) MR 16 lamps
  - Recycle/dispose of all used lamps

#### Emma's Place, 335 NE Quimby Ave., Bend, OR

- Replace existing Fire Alarm System with new
  - Sk 6700 fire panel,
  - Sk power supply 6
  - (15) sk photo smokes
  - (18) horn strobes
  - (8) sk pull sa
  - Document box
  - Testing and Documentation
  - Permit and Submittal
  - Labor
- Add 14 new Vivotech Cameras
  - Newtwork video recorder
  - 12 TB hard drive
  - Conduit to all cameras
  - Remote view setup
  - Permit and submittal
  - Labor
- Purchase and install 2 heavy duty ADA operators (NABCO GT8500 or comparable) at two locations.
  - Install 2 button kits and all relays to work with the access control system
  - Connect control power and hook up
- LED Lighting Retro
  - Replace (6) HID lamps with new LED/bypass ballast
  - Replace (5) wall packs with new LED
  - Replace (46) T8 lamps with new LED/bypass ballast
  - Replace (9) exit signs with new LED
  - Replace (5) bug eye (emergency lights) with new LED
  - Recycle/Dispose of all used lamps



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## INVITATION TO BID

(Sealed bid) Electrical

### **Prairie House, 115 NW Deer St., Prineville, OR**

- Replace existing Fire Alarm System with new
  - Sk 6700 fire panel
  - Sk power supply 6
  - Sk 6855 annunciator
  - (2) sk pull sa
  - (17) sounder bases
  - (17) sk photo smokes
  - (4) sk fire co
  - Document box
  - (25) horn strobes
  - (4) weather proof horn strobes
  - Testing and documentation
  - Permit and submittal
  - Labor
- Add an Allegion ENGAGE door card access to front door
  - Material and labor
  - Setup and training
  - Conduit to both doors
  - Permit and submittal
- Add 4 new Vivotech Cameras
  - Network video recorder
  - Conduit to all cameras
  - Remote view setup
  - Permit and submittal
  - Labor
- Connect power to operate ADA control for door operator.
- LED Lighting Retro
  - Replace (2) bug eye (emergency lights) with new LED
  - Replace (2) exit signs with new LED
  - Replace (2) 8" cans with new LED
  - Replace (2) 8" EM cans with new LED
  - Replace (14) T8 lamps with new LED/bypass ballast
  - Replace (8) HID lamps with new LED/bypass ballast
  - Replace (4) wall packs with new LED
  - Recycle/dispose of all used lamps

All work must be completed before December 31, 2025. Contractor must assist owner in obtaining all rebates available.

### **Contractor Minimum Qualifications**

The contractor submitting Bids must have a current license in good standing with the Oregon Contractors Board and maintain in effect insurance coverage which meets the minimum limits of coverage as described in ***Exhibit Insurance Requirements***.

### **Contractor Responsibility**

A responsible bidder must;

- a. Have adequate financial resources to perform the contract;



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(Sealed bid) Electrical

- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidders existing commitments;
- c. Have a satisfactory performance record;
- d. Have the necessary organization, experience, accounting and operational controls, and technical skills; and
- e. Have the necessary employees, equipment, and licenses, or the ability to obtain them.

### **Contract Award**

Housing Works will evaluate bids in response to this solicitation and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to Housing Works considering price, experience, past performance, and any other related factors specified in this solicitation. All things comparable, preference will be given to minority-owned, women-owned, service-disabled veteran-owned businesses, and emerging small businesses.

### **Rejection of Bids**

Housing Works reserves the right to reject any or all responses to this Invitation to Bid or to modify the scope of work.

### **Clarification of Responses**

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### (Sealed Bid) Heating and Cooling

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 Asset Manager  
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The purpose of this Invitation to Bid (ITB) is to obtain separate bids from qualified providers to purchase and install ADA operators, including button kits and relays. Bids can be emailed to Housing Works to [kfisher@housing-works.org](mailto:kfisher@housing-works.org). All feasible efforts shall be made to inform Minority, Women, Emerging Small Business and Service-Disabled Veteran Businesses of the ITB.

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List two references for which your company has performed landscape maintenance work for during the past year.

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## INVITATION TO BID (Sealed Bid) Heating and Cooling

### Scope of Work

Horizon House, 1875 NE Purcell Blvd., Bend, OR

- Remove and replace 15 PTAC units with Freidrich fresh air series inverter driven PTHP through the wall heat pump units
  - Supply and install 15 Freidrich digital thermostats
  - Check, test, and start
- Remove and replace gas furnaces and AC Unit
  - 2 Carrier 97% afue performance series gas furnace
  - 2 Carrier cooling coil
  - 2 Carrier 17 seer performance series AC unit
  - 2 April Aire high efficient air purifier
  - 2 APCO X UV air treatment system
  - Reconfigure ducting for new filter system
  - Check, Test, and Start

Emma's Place, 335 NE Quimby Ave., Bend, OR

- Remove and replace 13 PTAC units with Freidrich fresh air series inverter driven PTHP through the wall heat pump units
  - Supply and install 13 Freidrich digital thermostats
  - Check, test, and start
- Remove and replace gas furnace and AC Unit
  - 1 Carrier 97% afue performance series gas furnace
  - 1 Carrier cooling coil
  - 1 Carrier 17 seer performance series AC unit
  - 1 April Aire high efficient air purifier
  - 1 APCO X UV air treatment system
  - Reconfigure ducting for new filter system
  - Check, Test, and Start

Prairie House, 115 NW Deer St., Prineville, OR

- Remove and replace 8 PTAC units with Freidrich fresh air series inverter driven PTHP through the wall heat pump units
  - Supply and install 8 Freidrich digital thermostats
  - Check, test, and start
- Remove and replace gas furnace and AC Unit
  - 1 Carrier 97% afue performance series gas furnace
  - 1 Carrier cooling coil
  - 1 Carrier 17 seer performance series AC unit
  - 1 April Aire high efficient air purifier
  - 1 APCO X UV air treatment system
  - Reconfigure ducting for new filter system
  - Check, Test, and Start

Please also provide a bid for alternative equipment for all properties above: Trane 80% gas furnace and Trane XR13 air conditioner, and Amana PTHP units.

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## INVITATION TO BID (Sealed Bid) Roofing

Contractor must submit certified payroll reports to the public agency once a month, by the fifth business day of the following month. Certified payroll reports received by the public agency are public records subject to the provisions of ORS 192.311 to 192.478. ORS 279C.845(6).

### **Required Bonds**

Contractor must file a \$30,000 public works bond with the Construction Contractors Board (CCB) before beginning work on a public works project. Also, a 100% performance and payment bond will be required. Bidder shall deliver required bonds to Housing Works not later than three days following the date of an executed Contract.



405 SW 6<sup>th</sup> Street  
Redmond, OR 97756  
p: 541.923.1018  
f: 541.923.6441  
www.housing-works.org

## INVITATION TO BID (Sealed Bid) Roofing

### Scope of Work

Horizon House, 1875 NE Purcell Blvd., Bend, OR

- Crews to always maintain safety requirements.
- Tear off and dispose of one layer of asphalt shingle roofing material down to the substrate (plywood or OSB)
- Install 6'. of ice and water shield at all eaves and 3' across all valleys. Install at all penetrations.
- Install drip edge at all eaves and rakes.
- Install Malarkey 1030 Secure Start Synthetic underlayment to keep the roof dry.
- Install Malarkey Smart Start starter shingles along with eaves and rakes.
- Install Malarkey Vista AR Shingles.
- Install Malarkey EZ Ridge Hip & Ridge Shingles.
- Install new ridge vent.
- Install new pipe flashings.
- Replace 34 box vents with stem vents to meet code requirements.
- Clean up all job-related debris.
- A registered Malarkey Emerald Pro Warranty to be provided within 90-120 days after final payment.

Emma's Place, 335 NE Quimby Ave., Bend, OR

- Crews to always maintain safety requirements.
- Tear off and dispose of one layer of asphalt shingle roofing material down to the substrate (plywood or OSB)
- Install 6'. of ice and water shield at all eaves and 3' across all valleys. Install at all penetrations.
- Install drip edge at all eaves and rakes.
- Install Malarkey 1030 Secure Start Synthetic underlayment to keep the roof dry.
- Install Malarkey Smart Start starter shingles along with eaves and rakes.
- Install Malarkey Vista AR Shingles.
- Install Malarkey EZ Ridge Hip & Ridge Shingles.
- Install new ridge vent.
- Install new pipe flashings.
- Replace 20 box vents with stem vents to meet code requirements.
- Clean up all job-related debris.
- A registered Malarkey Emerald Pro Warranty to be provided within 90-120 days after final payment.

Prairie House, 115 NW Deer St., Prineville, OR

- Crews to always maintain safety requirements.
- Tear off and dispose of one layer of asphalt shingle roofing material down to the substrate (plywood or OSB)
- Install 6'. of ice and water shield at all eaves and 3' across all valleys. Install at all penetrations.
- Install drip edge at all eaves and rakes.
- Install Malarkey 1030 Secure Start Synthetic underlayment to keep the roof dry.
- Install Malarkey Smart Start starter shingles along with eaves and rakes.
- Install Malarkey Vista AR Shingles.
- Install Malarkey EZ Ridge Hip & Ridge Shingles.
- Install new ridge vent.
- Install new pipe flashings.



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## INVITATION TO BID (Sealed Bid) Roofing

- Replace 29 box vents with stem vents to meet code requirements.
- Clean up all job-related debris.
- A registered Malarkey Emerald Pro Warranty to be provided within 90-120 days after final payment.

Contractor must assist owner in obtaining all rebates available. All work must be completed before December 31, 2025.

### **Contractor Minimum Qualifications**

The contractor submitting Bids must have a current license in good standing with the Oregon Contractors Board and maintain in effect insurance coverage which meets the minimum limits of coverage as described in ***Exhibit Insurance Requirements***.

### **Contractor Responsibility**

A responsible bidder must;

- a. Have adequate financial resources to perform the contract;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidders existing commitments;
- c. Have a satisfactory performance record;
- d. Have the necessary organization, experience, accounting and operational controls, and technical skills; and
- e. Have the necessary employees, equipment, and licenses, or the ability to obtain them.

### **Contract Award**

Housing Works will evaluate bids in response to this solicitation and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to Housing Works considering price, experience, past performance, and any other related factors specified in this solicitation. All things comparable, preference will be given to minority-owned, women-owned, service-disabled veteran-owned businesses, and emerging small businesses.

### **Rejection of Bids**

Housing Works reserves the right to reject any or all responses to this Invitation to Bid.

### **Clarification of Responses**

Housing Works or its agent reserves the right to obtain clarification of any point in a firm's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that firm's bid.

### **Insurance Requirements**

See EXHIBIT INSURANCE REQUIREMENTS



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## INVITATION TO BID (Sealed Bid) Roofing

### Certification.

Without limiting the generality of the forgoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- 1) Bidder acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785 applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Bidder that pertains to the bid documents or to the project for which the bid activities are being performed. Bidder certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. The Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Bidder, in addition to any remedies that may be available to OHA or Housing Works under these bid document;
- 2) The information shown in the bid documents is Bidders true, accurate and correct information;
- 3) To the best of the Bidder's knowledge, Bidder has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- 4) Bidder and Bidder's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<https://treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- 5) Bidder is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- 6) Bidder is not subject to backup withholding because:
  - a. Bidder is exempt from backup withholding;
  - b. Bidder has not been notified by the IRS that Bidder is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - c. The IRS has notified Bidder that Bidder is no longer subject to backup withholding.
- 7) Bidder's Federal employer Identification Number (FEIN) or Social Security Number (SSN) provided to Housing Works is true and accurate. If this information changes, Bidder is required to provide Housing Works with the new FEIN or SSN within 10 days.

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Bidder Signature

Date

"General Decision Number: OR20250014 01/31/2025

Superseded General Decision Number: OR20240014

State: Oregon

Construction Type: Residential

County: Deschutes County in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 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.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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 that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/31/2025

BROR0001-032 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 47.63	24.80
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\* ELEC0280-008 01/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.93	20.39
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ENGI0701-019 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; EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine

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); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: 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; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller

(Non-Asphalt); Oiler

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.

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 43.79	17.05

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LAB00737-010 06/01/2024

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 40.41	17.30
GROUP 3.....	\$ 34.39	17.30

LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

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PAIN0010-001 07/01/2024

	Rates	Fringes
Painters:		
SPRAY ONLY.....	\$ 35.62	15.80

-----  
PLAS0555-003 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.13	20.05

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PLUM0290-004 04/01/2017

	Rates	Fringes
Plumbers.....	\$ 30.67	27.03

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\* SUOR2009-012 10/16/2009

	Rates	Fringes
CARPENTER.....	\$ 12.50 **	2.06
LABORER: Common or General.....	\$ 11.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 26.00	0.00
PAINTER: Brush Only.....	\$ 12.00 **	0.00

PAINTER: Roller.....	\$ 12.00 **	0.00
ROOFER.....	\$ 12.00 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.78 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00 **	5.95

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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)).

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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.

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#### 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"

"General Decision Number: OR20250009 02/28/2025

Superseded General Decision Number: OR20240009

State: Oregon

Construction Type: Residential

Counties: Baker, Crook, Gilliam, Grant, Harney, Hood River and Jefferson Counties in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . 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 that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date

0	01/03/2025
1	01/10/2025
2	01/31/2025
3	02/28/2025

\* CARP0503-006 07/01/2024

	Rates	Fringes
Carpenters:		
Form Work Only-Multi Unit...	\$ 36.27	14.03
Form Work Only-Single Unit..	\$ 33.48	14.03
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ELEC0048-008 01/01/2025		

HOOD RIVER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.67	19.08
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ELEC0112-002 06/01/2021		

BAKER, GILLIAM AND GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	22.93
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ELEC0280-005 01/01/2025		

CROOK AND JEFFERSON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.93	20.39
-----		
ELEC0659-010 01/01/2025		

HARNEY COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.43	17.23
-----		
ENGI0701-017 01/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
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 2: BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator,tandem, quadnine, D10, D11, and similar type;  
 LOADERS: Loader operator, 120,000 lbs. and above; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs; Blade Operator-Robotic; Rubber tired scraper with tandom scrapers, multi-engine

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; HYDRAULIC HOES EXCAVATOR/TRACKHOE: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Rubber-tired dozers; Asphalt Paver; Screed Operator; Blade Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: Roller Operator; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; HYDRAULIC HOES EXCAVATORS/TRACKHOE: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Grade checker; 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.

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 LAB00737-005 06/01/2024

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

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 LAB00737-009 06/01/2024

	Rates	Fringes
Laborers: GENERAL LABORER.....	\$ 39.00	17.30

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 PLAS0555-003 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 45.13	20.05

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 TEAM0037-008 06/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.09	17.58
GROUP 2.....	\$ 33.24	17.58
GROUP 3.....	\$ 33.40	17.58
GROUP 4.....	\$ 33.72	17.58
GROUP 5.....	\$ 33.97	17.58
GROUP 6.....	\$ 34.18	17.58
GROUP 7.....	\$ 34.43	17.58

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Dump trucks, side, end and bottom dumps: up to and including 10 cu. yds.

GROUP 2: Dump trucks/articulated dumps 6 cu to 10 cu.;

GROUP 3: Dump trucks, side, end and bottom dumps: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks

GROUP 4: Dump trucks, side, end and bottom dumps: over 30 cu. yds. and including 50 cu. yds. and includes articulated dump trucks

GROUP 5: Dump trucks, side, end and bottom dumps: over 50 cu. yds. and including 60 cu. yds. and includes articulated dump trucks

GROUP 6: Dump trucks, side, end and bottom dumps: over 60 cu. yds. and including 80 cu. yds. and includes articulated

dump trucks

GROUP 7: Dump trucks, side, end and bottom dumps: over 80 cu. yds. and including 100 cu. yds., includes articulated dump trucks

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\* SUOR2009-007 10/16/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 7.25 **	0.00
ROOFER.....	\$ 14.41 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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>.

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)).

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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.

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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](mailto: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](mailto: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](mailto: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"

## **EXHIBIT INSURANCE REQUIREMENTS**

### **Subcontractor Insurance Requirements**

Local Government shall require its first-tier Contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Contractor(s) perform under contracts between Local Government and the Contractors (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

Local Government shall not authorize Contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce Contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event, shall Local Government permit a Contractor to work under a Subcontract when the Local Government is aware that the Contractor is not in compliance with the insurance requirements. As used in this section, a "first-tier" Contractor is a Contractor with which the Local Government directly enters into a contract. It does not include a subcontractor with which the Contractor enters into a contract.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

### **INSURANCE TYPES AND AMOUNTS**

#### **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than \$500,000 each accident.

If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide Workers' compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

#### **COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include

personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

**AUTOMOBILE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal Automobile Liability Insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

**Required**  **Not required**

Contractor shall provide Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Contract/Subcontract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000.00 per claim and not less than \$2,000,000.00 annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the Contractor and subcontractors shall provide continuous claims made coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

**Required**  **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of the sub/contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores or has access to agency, State of Oregon or client data, whichever is longer, with a combined single limit of no less than \$1,000,000.00 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of agency, State of Oregon data.

**POLLUTION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract/Subcontract is required. Combined single limit per occurrence shall not be less than \$500,000.00 and not be less than \$1,000,000.00 annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract/Subcontract is also acceptable.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

**Required**    **Not required**

Contractor shall provide Employee Dishonesty or Fidelity Bond coverages for loss of state-owned property by dishonest acts of an employee of the Contractor. Coverage limits shall not be less than \$ 583,370.00.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and Excess or Umbrella policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess or Umbrella policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or Excess, and which also apply to a loss covered hereunder, are to be called upon to contribute to a loss until the Contractor’s primary and Excess liability policies are exhausted.

If Excess/Umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor’s insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention (SIR), and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under the Subcontract must include an Additional Insured Endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's services to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, the State of Oregon requires Additional Insured status with respect to liability rising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of Contractor’s ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor must obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency or State of Oregon has received a waiver of subrogation endorsement from the Contractor or the Contractor’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain Continuous Claims Made coverage, provided the effective date of the Continuous Claims Made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor’s completion and Agency/Local Government’s acceptance of all Services required under the Contract, or

- (ii) Agency or Contractor's termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before Contractor delivers any goods and performs any Services required under this Contract. The Certificate(s) must list the State of Oregon, its officers, employees, and agents as a certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency/Local Government has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency/Local Government under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency/Local Government.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency/Local Government acceptance. If requested by Agency/Local Government, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency/Local Government's representatives responsible for verification of the insurance coverages required under this Exhibit.

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## Services Contract

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This contract for services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_, hereinafter called Owner, and \_\_\_\_\_ hereinafter called Contractor.

Whereas OWNER has need for the services of an individual or firm with the particular training, skills, ability, knowledge, and experience possessed by the Contractor, now therefore, Contractor agrees to provide these services beginning by \_\_\_\_\_, 2025 through \_\_\_\_\_, 2025. The Contractor agrees to provide the following services: perform or arrange for and direct, the services as outlined in the Exhibit A (Scope of Work), hereby incorporated as part of this contract, and in performing these services it is understood and agreed that these services are subject to the following:

Location of project: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

### **GENERAL CONDITIONS**

1. Contractor's Responsibility for Work

- a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by OWNER pursuant to the clause entitled Availability and Use of Utility Services herein.
- b) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- c) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save OWNER, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- d) The Contractor shall confine all operations (including storage of materials) on OWNER premises to areas authorized or approved by the Contracting Officer.
- e) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of OWNER and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

- f) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

2. Availability and Use of Utility Services

- a) OWNER shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to or, where the utility is produced by OWNER, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by OWNER, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

3. Material and Workmanship

- a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- b) Approval of equipment and materials. (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

4. Permits and Codes

- a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor

shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where OWNER can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

5. Warranty of Title

- a) The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

6. Warranty of Construction

- a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of ONE YEAR from the date of final acceptance of the work. If OWNER takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that OWNER takes possession.
- b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to OWNER-owned or controlled real or personal property when the damage is the result of:
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, OWNER shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of OWNER; and,
  - (3) Enforce all warranties for the benefit of OWNER.

- g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, OWNER may bring suit at its own expense to enforce a subcontractor's manufacturer's or supplier's warranty.
- h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by OWNER nor for the repair of any damage that results from any defect in OWNER furnished material or design.
- i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- j) This warranty shall not limit OWNER's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

7. Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to OWNER as liquidated damages, the sum of \$50 for each day of delay, if different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. The extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due OWNER. The Contractor remains liable for damages caused other than by delay.

8. Time is of the Essence

Time is of the essence in the performance of this Contract.

9. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor, Contractor's subcontractors nor employees are employees of OWNER. Contractor is responsible for all federal, state and local taxes and fees applicable to payments for services under this Contract. Although OWNER reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, OWNER cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

10. Access to Records

Contractor shall maintain fiscal records and all other records pertinent to this contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three (3) years following final payment. OWNER's authorized representatives shall have the right to direct access to books, documents, papers and records of Contractor for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. OWNER shall reimburse Contractor for Contractor's cost of preparing copies.

### 11. Nondisclosure

Contractor agrees not to divulge to third parties, without the written consent of OWNER, any information obtained from or through OWNER in connection with the performance of this contract unless:

- a) The information is known to Contractor prior to obtaining the same from OWNER.
- b) The information is, at the time of disclosure by Contractor, then in the public domain, or
- c) The information is obtained by Contractor from a third party who did not receive same, directly or indirectly from OWNER. Contractor further agrees not to disclose to any third party any information developed or obtained by OWNER in the performance of this contract, without the written consent of OWNER, except to the extent that such information falls within one of the categories described in (a), (b), (c), above.

### 12. Non-Discrimination

Contractor agrees to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes and ordinances. Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services.

### 13. Adherence to Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.

- a) Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amount due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against OWNER; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Reference ORS 279B.220.
- b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, OWNER may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractors surety from any obligation with respect to any unpaid claims.
- c) Contractor shall not employ any person 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 where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
  - (A) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work week is five (5) consecutive day, Monday through Friday; and

(B) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and  
(C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279B.020 (1)(b)(A) to (G).

The requirement to pay at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime, Reference ORS 279B.230.

- d) Contractor shall promptly, as due, make payments to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this Contract are subject employers that will comply with ORS 656.017. Reference ORS 279B.230.

#### 14. Indemnification

Contractor hereby releases and shall indemnify, defend, and hold harmless OWNER, its subsidiaries, officers, agents, employees successors, assigns, and authorized representatives of all the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney fees, costs, and expenses of and kind or nature, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or part, by reason of any act, omission, fault, or negligence of Contractor, its subcontractors, or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions of applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect. Contractor hereby agrees to require all its subcontractors or anyone acting under its control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity clause identical to the preceding clause, specifically naming OWNER as indemnitee.

#### 15. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees, as more particularly set forth on Exhibit A attached hereto. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without providing thirty (30) days' written notice from the Contractor or its Insurer(s) to OWNER. Contractor shall commence no work under this Contract until all insurance requirements have been met. Evidence of insurance coverage(s) shall be provided to OWNER before work is commenced. If any of the referenced insurance is due to expire before the completion of the work, Contractor will renew or replace such

insurance coverage and provide OWNER with a certificate of insurance coverage showing compliance with this provision prior to such expiration.

16. Governing Law

This contract is entered into within the State of Oregon, and the law of said state, whether substantive or procedural, shall apply to this contract. Any litigation between OWNER and the Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Deschutes County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

17. Severability

If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and the provision shall be stricken.

18. Entire Agreement

This Contract sets forth the entire agreement between the parties hereto and replaced or supercedes all prior agreements between the parties related to the same subject matter. The parties agree that any modification to this Contract must be mutual and in writing. The following forms:

**Scope of Work – Exhibit A**

**Insurance Requirements – Exhibit B**

**Acceptance and Completion Agreement – Exhibit C**

are attached and included in the terms of this contract.

19. Compensation

OWNER shall pay the Contractor the price as specified in the bid documents. OWNER shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. OWNER may, subject to approval of the Contracting Officer, make more frequent payments to contractors as deemed appropriate. Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract. Except as otherwise provided in State law, OWNER shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer determines that the Contractor's performance and progress are satisfactory, OWNER may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, OWNER shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory

OWNER shall make the final payment due the Contractor under this contract after (1)

completion and final acceptance of all work; and (2) presentation of a final lien release and a release of all claims against OWNER arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned. Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts, partial or full lien releases, or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs and release of lien claims.

## 20. BOLI Provisions

This project is subject to Federal Davis Bacon residential rates that can be found at [www.sam.gov](http://www.sam.gov). The wage decision number for this project is OR20240014 last modified on 1/31/2025 for Deschutes County and OR20240009 last modified on 1/28/2025 for Crook County. Workers must be paid not less than the applicable rate in accordance with ORS 279C.838 and 279C.840. ORS 279C.830(1)(c); OAR 839-025-0020(5)(a).

If the Contractor fails to pay for labor or services, CORHA will pay for them and withhold these amounts from payments to the contractor as required in ORS 279C.515; OAR 839-025-0020(2)(a).

The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279.540. ORS 279C.520(1); OAR 839-025-0020(2)(b).

The Contractor must give written notice to workers of the number of hours per day and days per week they may be required to work per ORS 279C.520(2); OAR 839-025-0020(2)(c).

The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d).

Contractor must have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt. ORS 279C.830(2)(b)(A); OAR 839-025-0020(3)(a). (Exempt if contract is under \$100,000.)

Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b)(B); OAR 839-025-0020(3)(b)

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

Contractors and subcontractors must also post the details of all fringe benefit plans or programs if any contributions are made to a health and welfare plan and/or a pension plan. The posting should include a description of the plan, information about how to file a claim and where to obtain more information. ORS 279C.840(5); OAR 839-025-0033(2).

Every contractor and subcontractor on a covered project must file certified payroll records with the public agency (Owner). Contractors and subcontractors must complete a certified

payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month by the fifth business day of the following month to the public agency (Owner). ORS 279C.845; OAR 839-025-0010.

The PWR law requires prime contractors to withhold 25 percent of any amount earned by a first-tier subcontractor if the subcontractor does not turn in its certified payroll reports each month. Once the certified payroll reports have been submitted, the prime contractor must pay the 25 percent withheld within 14 days. ORS 279C.845(8); OAR 839-025-0010(6).

IN WITNESS WHEREOF, OWNER and Contractor have executed this Contract as of the date and year first above written.

*CONTRACTOR DATA AND SIGNATURE*

Contractor Address: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_ or SSN#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**OWNER** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Scope of Work**

DRAFT

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability.

#### Minimum Limits of Insurance

Consultants shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Workers' Compensation: As required by law.
5. Errors and Omissions Liability (If Professional Services): \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of OWNER either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to OWNER guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. OWNER, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects OWNER, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by OWNER, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to OWNER.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

#### Acceptability of Insurers

Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A: V1,

Verification of Coverage

Contractor shall furnish OWNER with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by OWNER before work commences in sufficient time to permit contractor to remedy any deficiencies. OWNER reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor in a manner and in such time as to permit OWNER to approve them before subcontractors' work begins. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Note: If a subcontractor will be hired to perform hazardous material remediation, or other hazardous operations, that subcontractor will name OWNER, its officers, officials, employees and volunteers as additional insureds on its general liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material remediation and other hazardous operations risks.**

**\*\*Need certificate of insurance listing the following names and a copy of the additional insured endorsement and the completed operations additional insured endorsement:**

- Housing Works, 405 SW 6<sup>th</sup> Street, Redmond, OR 97756
- Housing Impact LLC 405 SW 6<sup>th</sup> Street, Redmond, OR 97756
- EPIC Property Management Inc., 2017 Full Moon Drive, Suite 100, Bend, OR 97702

Other: \_\_\_\_\_  
(Example: LLC of property the work is being completed at)

**EXHIBIT C**

Acceptance and Completion Agreement

**Contractor Name Here**

We / I, the undersigned owner(s), hereby accept the Work on the property located at \_\_\_\_\_ as satisfactorily completed.

We further certify that (Contractor) has fulfilled all agreements under the contract, dated \_\_\_\_\_ between owner and (Contractor), that all revisions and subsequent changes to the original contract and material specifications by both parties are also satisfactorily complete, and that all materials and workmanship conform to the original contract and material specifications as outlined in the Scope of Work.

We / I agree that all funds remaining of the balance of the contract are now due and payable to (Contractor) and that no funds will be withheld for any reason.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Owner: \_\_\_\_\_