



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) Windows/Slider Doors

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

**BIDS MUST BE SEALED AND DELIVERED TO HOUSING WORKS. All bids must be received **NO LATER THAN 3:00 PM, AUGUST 24, 2026.**** 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 will be made to inform Minority, Women, Emerging Small Business and Service-Disabled Veteran Businesses of the ITB.

Please complete all areas of this page before returning 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.: \_\_\_\_\_

CCB Registration No.: \_\_\_\_\_

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

Women-owned business? \_\_\_\_\_ Emerging small business? \_\_\_\_\_

Service-disabled veteran-owned business? \_\_\_\_\_

Number of employees? \_\_\_\_\_

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

\_\_\_\_\_  
Name and number

\_\_\_\_\_  
Name and number



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### INSTRUCTIONS TO BIDDERS

#### Overview

Housing Works has been awarded funding from the Oregon Health Authority Healthy Homes Grant Program (HHGP). HHGP seeks to improve housing conditions and health outcomes for low-income households and preserve affordability and availability of existing housing stock by addressing deferred property maintenance issues. The desired outcomes are to support activities that maximize the energy efficiency of residences, extend the usable life of residences, and improve the health and safety of occupants of residences. The purpose of this Invitation to Bid is to obtain separate bids from qualified contractors to complete work described below in the scope of work at a multi-family property in Sisters, Oregon.

#### Site Visit

The bidder **must visit the site** and become familiar with the local conditions under which the Work is to be performed prior to submitting a bid. **Site Visits are available during the following times and locations:**

- Tamarack Village, 555 N Larch St., Sisters, Oregon on Monday, July 27<sup>th</sup> from 12:00pm-4:00pm

#### Sealed Bid

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.

#### Bid Opening

Bids shall be opened publicly on August 24<sup>th</sup> at 3:00 at Housing Works, 405 SW 6<sup>th</sup> Street, Redmond, OR 97756.

#### 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).

Contractor must submit weekly 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).



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### **Required Bonds**

A Bid Bond will be required within 3 days after notification of contract award. 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 at or before the execution of the Contract.



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### Scope of Work

Tamarack Village, 555 N Larch St., Sisters

Provide all labor, equipment, supervision, and materials necessary to remove existing sliding doors and replace with new sliding doors, remove casement windows (26) and replace with horizontal sliding vinyl windows, and replace glass in windows in designated locations. Crews to always maintain safety requirements.

- Replace Sliding Patio Doors, 33 Each
  - Size: 6070 opening, verify field measurements prior to ordering
  - XO operation
  - Almond finish, heavy-duty vinyl frame, depth suitable for existing wall construction
  - Energy Star certified for project climate zone.
  - NFRC certified
  - U-Factor maximum 0.30
  - Dual-pane insulated glass with Argon gas fill, Low-E coating
  - Tempered safety glass meeting all applicable building codes
  - Nail fin frame construction
  - Screens included
  - Decorative valance grid configuration as specified
- Replace Casement Windows with new horizontal sliding vinyl windows, 26 Each
  - Size: 36"x60" rough opening, verify field measurements prior to ordering
  - Almond finish
  - Energy Star certified for project climate zone.
  - NFRC certified
  - U-Factor maximum 0.30
  - Dual-pane insulated glass with Argon gas fill, Low-E coating
  - Screens included
  - Decorative valance grid configuration as specified
- Replace the insulated glass units in the following windows, existing frames are to remain in place.
  - Living Room Window 4'x3'6" Fixed (4)
  - Bedroom Windows 3'x3'6" Sliding (21)
- The Contractor Will
  - Coordinate with HousingWorks to identify and schedule installation sequence
  - Complete a site visit at the designated time.
  - Protect adjacent finishes, furnishing, flooring, landscaping, and resident belongings in work areas.
  - Remove existing windows and associated materials designated for replacement.
  - Dispose of removed windows, debris, packaging, and related construction waste in accordance with local regulations.
  - Inspect existing rough openings for damage, water intrusion, or deficiencies visible upon window removal.
  - Properly shim, level, plumb, and secure all new window units.
  - Install flashing and weatherproofing materials as required by code and manufacture to maintain a weather-resistant building envelope.
  - Insulate and seal perimeter gaps between window frames and rough openings.
  - Reinstall or replace existing trim components as necessary to provide a finished appearance.
  - Verify proper operation of all window hardware, locks, screens, and sash functions.



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- Clean glass surfaces and remove installation labels.
- Perform a final walkthrough with Housing Works representatives upon completion of work.

All work must be completed before December 31, 2026.

#### **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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### 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

State: Oregon

Construction Types: Residential

Counties: Oregon Counties of  
Deschutes

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/02/2026       |
| 1                   | 05/18/2026       |

BROR0001-032 06/01/2025

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 49.60 | 25.15   |

ELEC0280-008 01/01/2025

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 40.93 | 20.39   |

ENGI0701-019 01/01/2024

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Rates | Fringes |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------|--|--|
| POWER EQUIPMENT OPERATOR GROUP 6 LOADERS: (LESS<br>THAN 1 CU YD.); ROLLER (NON-ASPHALT); OILER ZONE<br>DIFFERENTIAL (ADD TO ZONE 1 RATES): ZONE 2 -<br>\$3.00 ZONE 3 - \$6.00 FOR THE FOLLOWING<br>METROPOLITAN COUNTIES: MULTNOMAH; CLACKAMAS;<br>MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK;<br>AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS<br>AS INDICATED: ALL JOBS OR PROJECTS LOCATED IN<br>MULTNOMAH, CLACKAMAS AND MARION COUNTIES, WEST OF<br>THE WESTERN BOUNDARY OF MT. HOOD NATIONAL FOREST<br>AND WEST OF MILE POST 30 ON INTERSTATE 84 AND WEST<br>OF MILE POST 30 ON STATE HIGHWAY 26 AND WEST OF<br>MILE POST 30 ON HIGHWAY 22 AND ALL JOBS OR PROJECTS<br>LOCATED IN YAMHILL COUNTY, WASHINGTON COUNTY AND<br>COLUMBIA COUNTY AND ALL JOBS OR PORJECTS LOCATED IN<br>CLARK & COWLITZ COUNTY, WASHINGTON EXCEPT THAT<br>PORTION OF COWLITZ COUNTY IN THE MT. ST. HELENS<br>""BLAST ZONE"" SHALL RECEIVE ZONE I PAY FOR ALL<br>CLASSIFICATIONS. ALL JOBS OR PROJECTS LOCATED IN<br>THE AREA OUTSIDE THE IDENTIFIED BOUNDARY ABOVE, BUT<br>LESS THAN 50 MILES FROM THE PORTLAND CITY HALL<br>SHALL RECEIVE ZONE II PAY FOR ALL CLASSIFICATIONS.<br>ALL JOBS OR PROJECTS LOCATED MORE THAN 50 MILES<br>FROM THE PORTLAND CITY HALL, BUT OUTSIDE THE<br>IDENTIFIED BORDER ABOVE, SHALL RECEIVE ZONE III PAY<br>FOR ALL CLASSIFICATIONS. FOR THE FOLLOWING<br>CITIES: ALBANY; BEND; COOS BAY; EUGENE; GRANTS<br>PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS |       |         |  |  |

OR PROJECTS LOCATED WITHIN 30 MILES OF THE  
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SHALL RECEIVE ZONE III PAY FOR ALL CLASSIFICATIONS..\$ 45.81

16.90

POWER EQUIPMENT OPERATOR 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 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  
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PROJECTS LOCATED IN MULTNOMAH, CLACKAMAS AND MARION  
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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  
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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  
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CLASSIFICATIONS.....\$ 49.03

16.90

POWER EQUIPMENT OPERATOR 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. ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):  
ZONE 2 - \$3.00 ZONE 3 - \$6.00 FOR THE  
FOLLOWING METROPOLITAN COUNTIES: MULTNOMAH;  
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FOR THE FOLLOWING CITIES: ALBANY; BEND; COOS  
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CLASSIFICATIONS.....\$ 50.27

16.90

POWER EQUIPMENT OPERATOR 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 TANDOM SCRAPERS; SELF LOADING, PADDLE  
WHEEL, AUGER TYPE, FINISH AND/OR 2 OR MORE UNITS.  
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;  
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PASS; KLAMATH FALLS; MEDFORD; ROSEBURG ALL JOBS  
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16.90

POWER EQUIPMENT OPERATOR 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 TANDOM SCRAPERS, MULTI-ENGINE  
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;  
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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..\$ 54.75

16.90

POWER EQUIPMENT OPERATOR GROUP 1B LATTICE BOOM CRANE: OPERATOR, 300 TONS THROUGH 399 TONS WITH OVER 200 FEET BOOM; OPERATOR 400 TONS AND OVER 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..\$ 60.98

16.90

POWER EQUIPMENT OPERATOR 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; 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..\$ 58.82

16.90

POWER EQUIPMENT OPERATOR 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 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.....\$ 56.66

16.90

|                                     |          |         |
|-------------------------------------|----------|---------|
| LABO0737-006 06/01/2024             |          |         |
|                                     | Rates    | Fringes |
| LABORERS: (MASON TENDER-BRICK)..... | \$ 43.79 | 17.05   |

|                                                  |          |         |
|--------------------------------------------------|----------|---------|
| LABO0737-010 06/01/2024                          |          |         |
|                                                  | Rates    | Fringes |
| LABORERS: GROUP 3 TRAFFIC FLAGGERS.....          | \$ 34.39 | 17.30   |
| LABORERS: GROUP 2 GRADE CHECKER; PIPELAYERS..... | \$ 40.41 | 17.30   |

|                             |          |         |
|-----------------------------|----------|---------|
| PAIN0010-001 07/01/2025     |          |         |
|                             | Rates    | Fringes |
| PAINTERS: (SPRAY ONLY)..... | \$ 40.85 | 16.68   |

|                                     |          |         |
|-------------------------------------|----------|---------|
| PLAS0555-003 06/01/2025             |          |         |
|                                     | Rates    | Fringes |
| CEMENT MASON/CONCRETE FINISHER..... | \$ 46.13 | 20.31   |

|                         |          |         |
|-------------------------|----------|---------|
| PLUM0290-004 04/01/2025 |          |         |
|                         | Rates    | Fringes |
| PLUMBERS.....           | \$ 48.62 | 34.72   |

|                                              |          |         |
|----------------------------------------------|----------|---------|
| SUOR2009-012 10/16/2009                      |          |         |
|                                              | Rates    | Fringes |
| TRUCK DRIVER: WATER TRUCK.....               | \$ 17.00 | 5.95    |
| TRUCK DRIVER: DUMP TRUCK.....                | \$ 16.78 | 0.00    |
| ROOFER.....                                  | \$ 12.00 | 0.00    |
| PAINTER: ROLLER.....                         | \$ 12.00 | 0.00    |
| PAINTER: BRUSH ONLY.....                     | \$ 12.00 | 0.00    |
| LABORER: MASON TENDER - CEMENT/CONCRETE..... | \$ 26.00 | 0.00    |
| LABORER: COMMON OR GENERAL.....              | \$ 11.00 | 0.00    |
| CARPENTER.....                               | \$ 12.50 | 2.06    |

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does

not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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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.

=====  
END OF GENERAL DECISION

"

Oregon Bureau of Labor and Industries

# **Prevailing Wage Rates for Public Works Contracts**



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



CHRISTINA E. STEPHENSON  
Labor Commissioner

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

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

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

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

Christina E. Stephenson  
Labor Commissioner

### More information about prevailing wage rates:

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

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

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

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

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



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JULY 5, 2026

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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

**All of the information in this booklet can be accessed and printed from the Internet at: [www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)**

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

## **Required Postings for Prevailing Wage Contractors and Subcontractors**

### **PREVAILING WAGE RATES**

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

### **DETAILS OF FRINGE BENEFIT PROGRAMS**

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

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

### **WORK SCHEDULE**

Contractors and subcontractors must give workers their regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

*ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2).  
ORS 279C.540(2); OAR 839-025-0034.*

## PUBLIC WORKS BONDS

**Every** contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a \$30,000 **“PUBLIC WORKS BOND”** with the Construction Contractors’ Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

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

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

### **Exemptions:**

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

# PREVAILING WAGE RATES

## FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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

### To find the correct rate in this rate book:

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

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. You may also contact the agency to confirm the correct apprenticeship rate.

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Documents/2026%20PWR%20Laws%20Handbook%206.5.26%20edition.pdf>.

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

## Prevailing Wage Rates by Occupations—Table of Contents

**Using the booklet, [Definitions of Covered Occupations](#), find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.**

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ASBESTOS WORKER/INSULATOR

|                       |       |       |
|-----------------------|-------|-------|
| Base Rate:            | 64.37 | 26.57 |
| Firestop Containment: | 50.29 | 21.14 |

BOILERMAKER

|            |       |       |
|------------|-------|-------|
| Base Rate: | 45.33 | 32.22 |
|------------|-------|-------|

BRICKLAYER/STONEMASON

|            |       |       |
|------------|-------|-------|
| Base Rate: | 51.47 | 26.64 |
|------------|-------|-------|

- This trade is tended by "Tenders to Mason Trades."
- Add \$1.00 per hour to base rate for refractory repair work.

CARPENTERZone A (Base Rates)

|                            |            |       |
|----------------------------|------------|-------|
| Group 1                    | 56.69      | 17.81 |
| Group 2                    | 56.86      | 17.81 |
| Group 3 (Millwrights)      | 64.82      | 23.63 |
| Group 4                    | Eliminated |       |
| Group 5 (Bridge & Highway) | 58.06      | 17.81 |
| Group 6 (Piledrivers)      | 58.06      | 17.81 |

Zone Differential for Carpenters - Add to Zone A Base Rate

|         |                       |
|---------|-----------------------|
| Zone B: | <b>1.25</b> per hour  |
| Zone C: | <b>1.70</b> per hour  |
| Zone D: | <b>2.00</b> per hour  |
| Zone E: | <b>3.00</b> per hour  |
| Zone F: | <b>5.00</b> per hour  |
| Zone G: | <b>10.00</b> per hour |

|         |                                                                                                               |
|---------|---------------------------------------------------------------------------------------------------------------|
| Zone A: | Projects located within 30 miles of the respective city hall of the cities listed below.                      |
| Zone B: | Projects more than 30 miles but less than 40 miles from the respective city hall of the cities listed below.  |
| Zone C: | Projects more than 40 miles but less than 50 miles from the respective city hall of the cities listed below.  |
| Zone D: | Projects more than 50 miles but less than 60 miles from the respective city hall of the cities listed below.  |
| Zone E: | Projects more than 60 miles but less than 70 miles from the respective city hall of the cities listed below.  |
| Zone F: | Projects more than 70 miles but less than 100 miles from the respective city hall of the cities listed below. |
| Zone G: | Projects more than 100 miles from the respective city hall of the cities listed below.                        |

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

CARPENTER (continued)Reference Cities for Group 1 and 2 Carpenters

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

Reference Cities for Group 3 Carpenters

|          |            |            |           |
|----------|------------|------------|-----------|
| Eugene   | Medford    | Portland   | Vancouver |
| Longview | North Bend | The Dalles |           |

Reference Cities for Group 5 and 6 Carpenters

|        |          |            |
|--------|----------|------------|
| Bend   | Longview | North Bend |
| Eugene | Medford  | Portland   |

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

Groups 1, 2, 5, and 6:

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

Groups 1, 2, and 3:

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

Groups 5 and 6:

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

Group 6:

- When working in sheet pile coffer dams or cells up to the external water level, workers shall receive \$0.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

- This trade is tended by "Concrete Laborer."

Base Rates

|         |       |       |
|---------|-------|-------|
| Group 1 | 48.13 | 23.39 |
| Group 2 | 49.13 | 23.39 |
| Group 3 | 49.13 | 23.39 |
| Group 4 | 50.13 | 23.39 |

Zone Differential for Cement Mason - Add to Basic Hourly Rate

|         |                       |
|---------|-----------------------|
| Zone A: | <b>3.00</b> per hour  |
| Zone B: | <b>5.00</b> per hour  |
| Zone C: | <b>10.00</b> per hour |

|         |                                                                                                      |
|---------|------------------------------------------------------------------------------------------------------|
| Zone A: | Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.       |
| Zone B: | Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.       |
| Zone C: | Projects located 100 or more miles of the respective city hall of the Reference Cities listed below. |

Reference Cities for Cement Mason

|           |         |           |            |           |
|-----------|---------|-----------|------------|-----------|
| Bend      | Eugene  | Pendleton | Salem      | Vancouver |
| Corvallis | Medford | Portland  | The Dalles |           |

DIVER & DIVER TENDERZone 1 (Base Rates)

|              |        |       |
|--------------|--------|-------|
| DIVER        | 109.83 | 21.40 |
| DIVER TENDER | 65.82  | 21.40 |

Zone Differential

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

Diver Depth Pay

| Depth Below Water Surface (FSW) | Daily Depth Pay                    |
|---------------------------------|------------------------------------|
| 50 – 100 ft:                    | <b>2.00</b> per foot over 50 feet  |
| 101 – 150 ft:                   | <b>3.00</b> per foot over 100 feet |
| 151 – 220 ft:                   | <b>4.00</b> per foot over 150 feet |
| Over 220 ft:                    | <b>5.00</b> per foot over 220 feet |

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

See more information on Premium Pay on page 8.

DIVER & DIVER TENDER (continued)Diver Enclosure Pay (working without vertical escape)

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

DREDGERZone A (Base Rates)

|                                                         |       |       |
|---------------------------------------------------------|-------|-------|
| Leverman (Hydraulic & Clamshell)                        | 61.80 | 17.55 |
| Assistant Engineer (Watch Engineer, Mechanic Machinist) | 58.64 | 17.55 |
| Tenderman (Boatman Attending Dredge Plant), Fireman     | 57.15 | 17.55 |
| Fill Equipment Operator                                 | 55.98 | 17.55 |
| Assistant Mate                                          | 53.28 | 17.55 |

Zone Differential for Dredgers – Add to Zone A Base Rate

|         |               |
|---------|---------------|
| Zone B: | 3.50 per hour |
| Zone C: | 6.50 per hour |

- Zone mileage based on road miles

|         |                                                                                                         |
|---------|---------------------------------------------------------------------------------------------------------|
| Zone A: | Center of jobsite to no more than 30 miles from the City Hall of Portland.                              |
| Zone B: | Center of jobsite that is more than 30 miles but not more than 60 miles from the City Hall of Portland. |
| Zone C: | Center of jobsite that is over 60 miles from the City Hall of Portland.                                 |

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLERBase Rates

|                                                  |       |       |
|--------------------------------------------------|-------|-------|
| DRYWALL INSTALLER                                | 56.49 | 18.01 |
| LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER | 56.49 | 18.01 |

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer – Add to Base Rate

|         |                |
|---------|----------------|
| Zone A: | 6.00 per hour  |
| Zone B: | 9.00 per hour  |
| Zone C: | 12.00 per hour |

See more information on Zone Pay and Premium Page on page 9.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

- Zone mileage based on road miles:

Zone A: 61 – 80 miles from the city hall of the reference cities listed below.

Zone B: 81 – 100 miles from the city hall of the reference cities listed below.

Zone C: 101 or more miles from the city hall of the reference cities listed below.

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

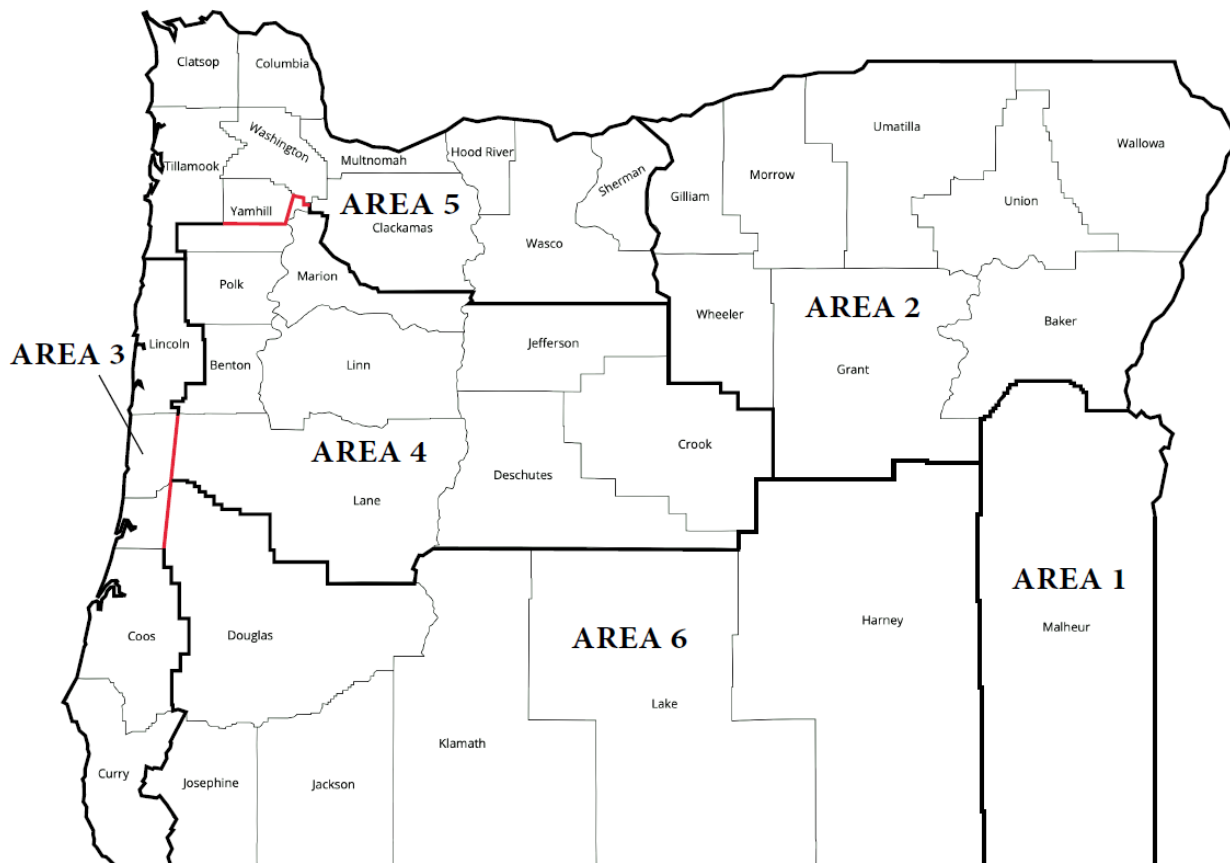
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

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

ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



ELECTRICIAN (continued)

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

**Area 1**Base Rates

|                              |       |       |
|------------------------------|-------|-------|
| Electrician                  | 45.33 | 20.41 |
| Wireman Welder/Cable Splicer | 49.86 | 20.66 |

Reference County

Malheur

Shift Differential\*

- 1<sup>st</sup> Shift "Day".....Between the hours of 8:00am and 4:30pm..... 8 hours pay for 8 hours work.
- 2<sup>nd</sup> Shift "Swing"..... Between the hours of 4:30pm and 1:00am..... 8 hours pay for 8 hours' work plus 10% for all hours worked.
- 3<sup>rd</sup> Shift "Graveyard".....Between the hours of 12:30am and 9:00am..... 8 hours pay for 8 hours work plus 15% for all hours worked.

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

▪ Work will be paid at time and one half the regular rate:

- (1) When workmen are under compressed air or where gas masks are required.
- (2) When working tunnels or shafts where danger of falling rocks or other debris exists.
- (3) When working from suspended or swinging scaffolds or boson's chairs.

**Area 2**Base Rates

|                  |       |       |
|------------------|-------|-------|
| Electrician      | 63.00 | 28.47 |
| Cable Splicer    | 66.15 | 28.56 |
| Certified Welder | 78.75 | 28.94 |
| Material Handler | 37.80 | 20.76 |

Reference Counties

|         |        |          |         |
|---------|--------|----------|---------|
| Baker   | Grant  | Umatilla | Wallowa |
| Gilliam | Morrow | Union    | Wheeler |

See more information on Premium Pay on page 11.

ELECTRICIAN (continued)

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

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

**Area 3**Base Rate

|             |       |       |
|-------------|-------|-------|
| Electrician | 53.20 | 29.01 |
|-------------|-------|-------|

Reference Counties

Coos                  Curry                  Douglas (a)      Lane (a)                  Lincoln

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

Shift Differential\*

- 1<sup>st</sup> Shift "Day" .....Between the hours of 8:00am and 4:30pm..... 8 hours pay for 8 hours work.
- 2<sup>nd</sup> Shift "Swing" ..... Between the hours of 4:30pm and 1:00am..... 8 hours pay for 8 hours' work plus 17% for all hours worked.
- 3<sup>rd</sup> Shift "Graveyard" .....Between the hours of 12:30am and 9:00am..... 8 hours pay for 8 hours work plus 31% for all hours worked.

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

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

- 1) 50 – 70 feet to the ground.....Add 1 ½ x the base rate
- 2) 75+ feet to the ground..... Add 2 x the base rate

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

**Area 4**Base Rates

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

See more information on Zone Pay and Shift Differential on page 12.

ELECTRICIAN (continued)Reference Counties

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

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

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

Shift Differential\*

1<sup>st</sup> Shift "Day".....Between the hours of 8:00am and 4:30pm..... 8 hours pay for 8 hours work.

2<sup>nd</sup> Shift "Swing"..... Between the hours of 4:30pm and 1:00am..... 8 hours pay for 8 hours' work plus 17% for all hours worked.

3<sup>rd</sup> Shift "Graveyard"..... Between the hours of 12:30am and 9:00am..... 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

**Area 5**Base Rates

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

Reference Counties

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

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

Shift Differential\*

1<sup>st</sup> Shift "Day".....Between the hours of 7:00am and 5:30pm..... 8 hours pay for 8 hours work.

2<sup>nd</sup> Shift "Swing"..... Between the hours of 4:30pm and 3:00am..... 8 hours pay for 8 hours' work plus 17.3% for all hours worked.

3<sup>rd</sup> Shift "Graveyard".....Between the hours of 12:30am and 11:00am..... 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

See more information on Zone Differential and Premium Pay on page 13.

ELECTRICIAN (continued)Zone Differential for Electrician and Electrical Welder – Add to Basic Hourly Rate

|         |                      |
|---------|----------------------|
| Zone 1: | <b>1.50</b> per hour |
| Zone 2: | <b>3.50</b> per hour |
| Zone 3: | <b>5.50</b> per hour |
| Zone 4: | <b>9.00</b> per hour |

- Zone mileage based on air miles.

|         |                                                                          |
|---------|--------------------------------------------------------------------------|
| Zone 1: | 31 – 50 miles from the city hall of the reference cities listed below.   |
| Zone 2: | 51 – 70 miles from the city hall of the reference cities listed below.   |
| Zone 3: | 71 – 90 miles from the city hall of the reference cities listed below.   |
| Zone 4: | Beyond 90 miles from the city hall of the reference cities listed below. |

Reference Cities\*

|            |          |            |
|------------|----------|------------|
| Astoria    | Portland | The Dalles |
| Hood River | Seaside  | Tillamook  |

\* There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the other listed reference cities. Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

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

Area 6Base Rates

|                                       |       |       |
|---------------------------------------|-------|-------|
| Electrician                           | 47.04 | 21.84 |
| Material Handler/Lighting Maintenance | 25.53 | 11.21 |

Reference Counties

|             |           |         |
|-------------|-----------|---------|
| Douglas (e) | Jackson   | Klamath |
| Harney      | Josephine | Lake    |

Shift Differential\*

|                                        |                                              |                                                               |
|----------------------------------------|----------------------------------------------|---------------------------------------------------------------|
| 1 <sup>st</sup> Shift "Day".....       | Between the hours of 8:00am and 4:30pm.....  | 8 hours pay for 8 hours work.                                 |
| 2 <sup>nd</sup> Shift "Swing".....     | Between the hours of 4:30pm and 1:00am.....  | 8 hours pay for 8 hours' work plus 7.5% for all hours worked. |
| 3 <sup>rd</sup> Shift "Graveyard"..... | Between the hours of 12:30am and 9:00am..... | 8 hours pay for 8 hours work plus 15% for all hours worked.   |

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

See more information about Premium Pay on page 14.

ELECTRICIAN (continued)

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

- 1) 50 – 90 feet to the ground.....Add 1 ½ x the base rate\*
- 2) 90+ feet to the ground..... Add 2 x the base rate\*

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

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC**Area 1**Base Rate

|           |       |       |
|-----------|-------|-------|
| Mechanic: | 70.47 | 44.62 |
|-----------|-------|-------|

Reference Counties

|       |       |         |
|-------|-------|---------|
| Baker | Union | Wallowa |
|-------|-------|---------|

Umatilla – **See Area 2 Rate**

**Area 2**Base Rate

|           |       |       |
|-----------|-------|-------|
| Mechanic: | 70.76 | 44.65 |
|-----------|-------|-------|

Reference Counties

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

FENCE CONSTRUCTOR (NON-METAL)

|            |       |       |
|------------|-------|-------|
| Base Rate: | 42.74 | 19.40 |
|------------|-------|-------|

FENCE ERECTOR (METAL)

|            |       |       |
|------------|-------|-------|
| Base Rate: | 42.74 | 19.40 |
|------------|-------|-------|

GLAZIER

|            |       |       |
|------------|-------|-------|
| Base Rate: | 54.82 | 23.39 |
|------------|-------|-------|

- Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.
- Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.
- Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER

|            |       |       |
|------------|-------|-------|
| Base Rate: | 33.03 | 18.18 |
|------------|-------|-------|

HIGHWAY/PARKING STRIPER

|            |       |       |
|------------|-------|-------|
| Base Rate: | 71.89 | 22.48 |
|------------|-------|-------|

IRONWORKER

|                     |       |       |
|---------------------|-------|-------|
| Zone 1 (Base Rate): | 49.80 | 34.98 |
|---------------------|-------|-------|

Zone Differential for Ironworker – Add to Base Hourly Rate

Zone 2: **8.13/hr.** or \$65.00 maximum per day  
 Zone 3: **11.25/hr.** or \$90.00 maximum per day  
 Zone 4: **16.25/hr.** or \$130.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.  
 Zone 2: Projects located more than 46 miles, but less than 60 miles.  
 Zone 3: Projects located more than 61 miles, but less than 100 miles.  
 Zone 4: Projects located more than 100 miles.

**Note:** Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below or the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Portland

LABORERZone A (Base Rates)

|                             |       |       |
|-----------------------------|-------|-------|
| Group 1 (includes Flagger)  | 42.74 | 19.40 |
| Group 2                     | 44.18 | 19.40 |
| Group 3                     | 44.73 | 19.40 |
| Group 4                     | 37.54 | 19.40 |
| Group 5 (Landscape Laborer) | 30.53 | 19.40 |

Zone Differential for Laborers – Add to Zone A Base Rate

|         |                      |
|---------|----------------------|
| Zone B: | <b>0.85</b> per hour |
| Zone C: | <b>1.25</b> per hour |
| Zone D: | <b>2.00</b> per hour |
| Zone E: | <b>4.00</b> per hour |
| Zone F: | <b>5.00</b> per hour |

|         |                                                                                                                |
|---------|----------------------------------------------------------------------------------------------------------------|
| Zone A: | Projects located within 30 miles from the city hall in the reference cities listed (below).                    |
| Zone B: | Projects located more than 30 miles but less than 40 miles from the city hall in the reference cities listed.  |
| Zone C: | Projects located more than 40 miles but less than 50 miles from the city hall in the reference cities listed.  |
| Zone D: | Projects located more than 50 miles but less than 80 miles from the city hall in the reference cities listed.  |
| Zone E: | Projects located more than 80 miles but less than 100 miles from the city hall in the reference cities listed. |
| Zone F: | Projects located more than 100 miles from the city hall in the reference cities listed.                        |

Reference Cities for Laborer

|            |          |             |               |            |
|------------|----------|-------------|---------------|------------|
| Albany     | Bend     | Eugene      | Klamath Falls | Roseburg   |
| Astoria    | Burns    | Grants Pass | Medford       | Salem      |
| Baker City | Coos Bay | Hermiston   | Portland      | The Dalles |

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

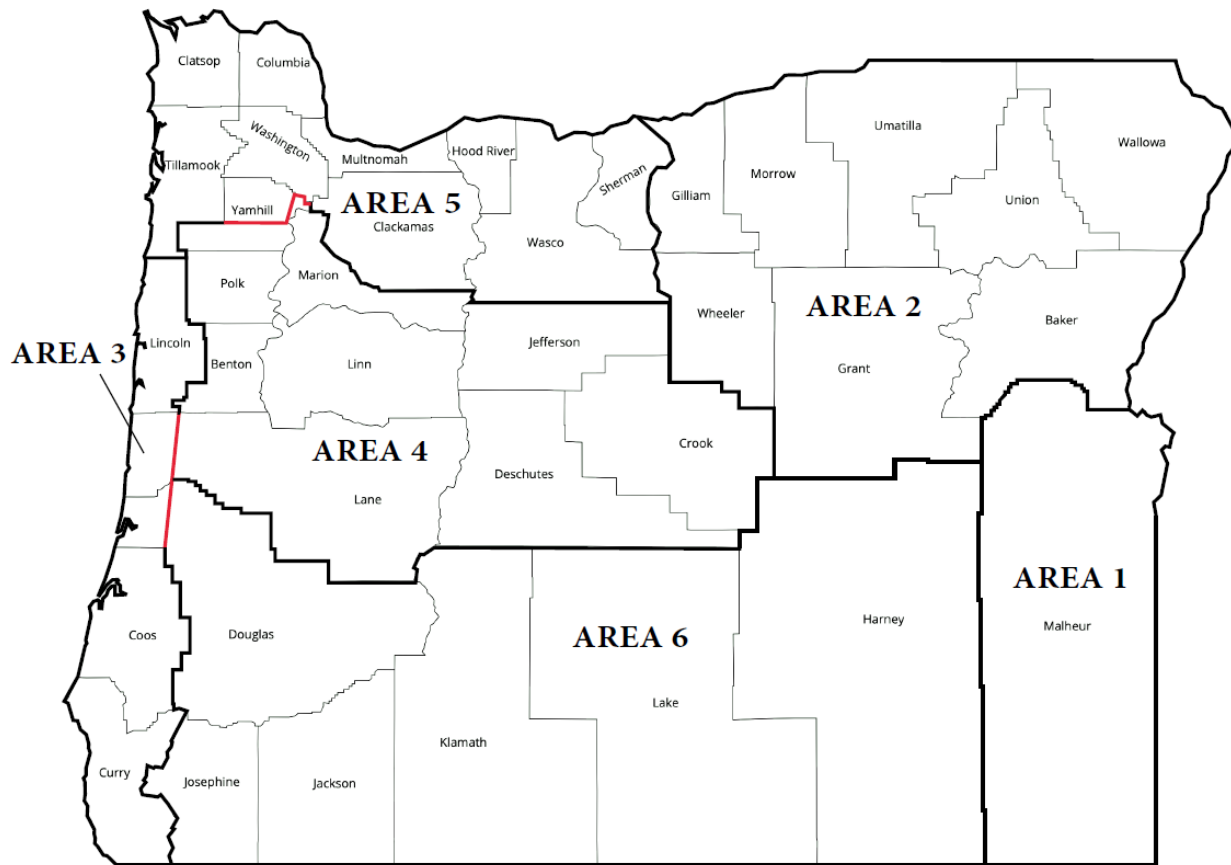
- Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5)

Base Rate: See Laborer Group 5 Rate

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



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

**Area 1**

Base Rate: 37.90 18.10

Reference County

Malheur

**Area 2**

Base Rate: 40.47 18.76

Reference Counties

|         |        |          |         |
|---------|--------|----------|---------|
| Baker   | Grant  | Umatilla | Wallowa |
| Gilliam | Morrow | Union    | Wheeler |

LIMITED ENERGY ELECTRICIAN (continued)**Area 3**

Base Rate: 43.11 26.08

Reference Counties

Coos Douglas (a) Lincoln Curry Lane (a)

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

**Area 4**

Base Rate: 44.79 20.39

Reference Counties

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

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

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

**Area 5**

Base Rate: 54.50 28.76

Reference Counties

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

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

**Area 6**

Base Rate: 36.58 19.00

Reference Counties

Douglas (e) Jackson Klamath  
Harney Josephine Lake

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

LINE CONSTRUCTOR**Area 1 (All Regions)**Base Rates

|         |       |       |
|---------|-------|-------|
| Group 1 | 79.24 | 28.27 |
| Group 2 | 70.75 | 27.88 |
| Group 3 | 41.12 | 17.94 |
| Group 4 | 60.85 | 24.24 |
| Group 5 | 53.06 | 19.89 |
| Group 6 | 42.45 | 19.41 |
| Group 7 | 22.84 | 14.16 |

Reference Counties

All counties in Oregon

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

Shift Differential

1<sup>st</sup> Shift (Groups 1,2, 4, 5, & 6)..... Between the hours of 8:00am and 4:30pm..... Base rate.

2<sup>nd</sup> Shift (Groups 1,2, 4, 5, & 6).....Between the hours of 4:30pm and 12:00am..... Add 10% per hour to base rate.

3<sup>rd</sup> Shift (Groups 1,2, 4, 5, & 6).....Between the hours of 12:00am and 8:00am..... Add 15% per hour to base rate.

MARBLE SETTER

|            |       |       |
|------------|-------|-------|
| Base Rate: | 52.47 | 26.64 |
|------------|-------|-------|

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

PAINTER & DRYWALL TAPERBase Rates

|                     |       |       |
|---------------------|-------|-------|
| COMMERCIAL PAINTING | 38.12 | 17.22 |
| INDUSTRIAL PAINTING | 40.34 | 17.22 |
| BRIDGE PAINTING     | 47.77 | 17.22 |

*See more information on Shift Differential and Zone Pay on page 20.*

PAINTER & DRYWALL TAPER (continued)Shift Differential for Painter

- Add \$3.00/hour to base rate for all hours worked when the employee's scheduled shift starts between 1:30PM and 1:30AM.

DRYWALL TAPER

Zone A (Base Rate): 50.52 22.03

Zone Differential for Drywall Taper – Add to Zone A Base Rate

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

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

Dispatch Cities for Drywall Taper

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

**Note:** Zone pay is based on AAA road mileage.

PLASTERER AND STUCCO MASON

- This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate) 46.56 19.83

Zone Differential for Plasterer and Stucco Mason – Add to Zone A Base Rate

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

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

Reference Cities for Plasterer & Stucco Mason

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

- Add \$1.00 to base rate for swinging scaffold work.
- Add \$2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER**Area 1**

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Reference CountiesHarney – **See Area 3 rates**Malheur – **See Area 3 rates**Baker – **See Area 2 rates****Area 2**

Zone 1 (Base Rate):

65.20

37.91

Reference Counties

Baker

Grant

Union

Wallowa

Gilliam

Marrow

Umatilla

Wheeler

Zone Differential for Area 2 – Add to Base RateZone 2: **10.62/hr.** not to exceed \$80.00 per day

Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

**Note:** Zone mileage based on road miles.

- Add \$1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.
- Add \$1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

**Area 3**

Base Rate:

62.87

37.10

Reference Counties

Benton

Curry

Jefferson

Linn

Tillamook

Clackamas

Deschutes

Josephine

Malheur

Wasco

Clatsop

Douglas

Klamath

Marion

Washington

Columbia

Harney

Lake

Multnomah

Yamhill

Coos

Hood River

Lane

Polk

Crook

Jackson

Lincoln

Sherman

Gilliam – **See Area 2 rates**Grant – **See Area 2 rates**Morrow – **See Area 2 rates**Umatilla – **See Area 2 rates**Wheeler – **See Area 2 rates**

POWER EQUIPMENT OPERATOR

## POWER EQUIPMENT OPERATOR MAP

Zone 1 (Base Rates)

|          |       |       |
|----------|-------|-------|
| Group 1  | 61.99 | 17.55 |
| Group 1A | 64.15 | 17.55 |
| Group 1B | 66.31 | 17.55 |
| Group 2  | 60.08 | 17.55 |
| Group 3  | 58.93 | 17.55 |
| Group 4  | 55.60 | 17.55 |
| Group 5  | 54.36 | 17.55 |
| Group 6  | 51.14 | 17.55 |

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

Zone 2: **3.50** per hour  
 Zone 3: **6.50** per hour

*See more information on Zone Pay and Premium Pay on page 23.*

POWER EQUIPMENT OPERATOR (continued)**For projects in the following metropolitan counties:**

|           |           |            |
|-----------|-----------|------------|
| Clackamas | Marion    | Washington |
| Columbia  | Multnomah | Yamhill    |

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

**Reference cities for projects in all remaining counties:**

|        |          |               |          |
|--------|----------|---------------|----------|
| Albany | Coos Bay | Grants Pass   | Medford  |
| Bend   | Eugene   | Klamath Falls | Roseburg |

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

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

- Add \$10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.
- Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.
- Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.
- Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 245-3844.

*See more information on Zone Differential on page 24.*

POWER EQUIPMENT OPERATOR (continued)Shift Differential**Two-Shift Operations:**

- On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.
- When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

**Three-Shift Operations:**

- On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ROOFER**Area 1**

Base Rate: 44.51 22.70

Reference Counties

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

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

**Area 2**

Base Rate: 40.88 20.49

Reference Counties

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

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

- Application, spudding and cutting or removal of coal tar products 10% over basic wage scale.
- Application, spudding and cutting fiberglass insulation add a 10% over the basic wage scale.

ROOFER (continued)**Area 4**

Base Rate: 44.51 22.70

Reference Counties

Umatilla Union Wallowa

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

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

**Area 5**

Base Rate: 44.51 22.70

Reference County

Morrow

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

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

SHEET METAL WORKER**Area 1**

Base Rate: 59.24 35.27

Reference Counties

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

**Swing Shift Operations:**

- When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$8.70 for all hours worked.

*See more information on Shift Differential and Premium Pay on page 26.*

SHEET METAL WORKER (continued)**Graveyard Shift Operations:**

- When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$13.34 for all hours worked.
- Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.
- Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

**Area 2**

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Reference CountiesBaker – **See Area 3 rate**Malheur – **See Area 4 rate****Area 3**

Base Rate:

50.00

28.37

Reference Counties

Baker

Union

Wallowa

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

- Add \$.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.
- Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

**Area 4**

Base Rate:

47.69

32.58

Reference CountiesDouglas  
HarneyJackson  
JosephineKlamath  
LakeLane  
MalheurCoos – **See Area 5 rate**Curry – **See Area 5 rate****Swing Shift Operations:**

- When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$7.09 for all hours worked.

**Graveyard Shift Operations:**

- When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.87 for all hours worked.
- Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.
- Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SHEET METAL WORKER (continued)**Area 5**

Base Rate: 47.33 34.34

Reference Counties

Coos Curry

**Swing Shift Operation:**

- When a second (or “swing”) shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus \$7.15 for all hours worked.

**Graveyard Shift Operation**

- When the second (or “graveyard”) shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus \$10.96 for all hours worked.
- Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.
- Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SOFT FLOOR LAYER

Base Rate: 45.78 19.40

SPRINKLER FITTER**Area 1**

Base Rate: 54.74 28.87

Reference Counties

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

SPRINKLER FITTER (continued)**Area 2**

Base Rate: 47.11 28.86

Reference Counties

Baker Unions Wallowa

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

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

Base Rate: 47.44 18.90

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

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate): 46.59 19.40

Zone Differential for Tender to Plasterer and Stucco Mason – Add to Zone A Base Rate

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

Zone A: Projects located within 60 miles from the city hall in the reference cities listed below.  
Zone B: More than 61 miles but less than 80 miles from the city hall in the reference cities listed below.  
Zone C: More than 81 miles but less than 100 miles from the city hall in the reference cities listed below.  
Zone D: More than 101 miles from the city hall in the reference cities listed below.

Reference Cities

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

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

TESTING AND BALANCING (TAB) TECHNICIAN

- For work performed under the [Sheet Metal](#) classification, including Air-Handling Equipment, Ductwork:

See [SHEET METAL WORKER RATE](#)

- For work performed under the [Plumber/Pipefitter/Steamfitter](#) classification, including Water Distribution Systems:

See [PLUMBER/PIPEFITTER/STEAMFITTER RATE](#)

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter

|            |       |       |
|------------|-------|-------|
| Base Rate: | 44.42 | 23.01 |
|------------|-------|-------|

- This trade is tended by "Tile, Terrazzo, & Marble Finisher."
- Add \$2.00 when performing terrazzo work.
- Add \$1.00 to base rate when working with epoxy, furnane, or alkor acetylene.

TILE, TERRAZZO, AND MARBLE FINISHERBase Rates

|                          |       |       |
|--------------------------|-------|-------|
| TILE, TERRAZZO FINISHER: | 32.92 | 17.43 |
|--------------------------|-------|-------|

- Add \$2.00 per hour to base rate when performing terrazzo work.
- Add \$1.00 per hour to base rate when working with epoxy, furnane, or alkor acetylene.

|                             |       |       |
|-----------------------------|-------|-------|
| 2. BRICK & MARBLE FINISHER: | 32.92 | 17.56 |
|-----------------------------|-------|-------|

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

TRUCK DRIVERZone A (Base Rates)

|         |       |       |
|---------|-------|-------|
| Group 1 | 37.17 | 19.23 |
| Group 2 | 37.34 | 19.23 |
| Group 3 | 37.51 | 19.23 |
| Group 4 | 37.87 | 19.23 |
| Group 5 | 38.16 | 19.23 |
| Group 6 | 38.39 | 19.23 |
| Group 7 | 38.65 | 19.23 |

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

Zone B: **0.65** per hour  
 Zone C: **1.15** per hour  
 Zone D: **1.70** per hour  
 Zone E: **2.75** per hour

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

*See more information on Zone Pay on page 30.*

TRUCK DRIVER (continued)Reference Cities

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

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

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

**To: All Oregon Contracting Agencies**

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at <https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx>.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 245-3844.

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

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

\* Not to be removed from debarment.

## **Prevailing Wage Rate Laws Handbook**

The 2026 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx>.

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

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

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## Services Contract

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This contract for services is entered into this \_\_\_\_ day of \_\_\_\_, 2026, by and between Housing Works,  
aka Central Oregon Regional Housing Authority ("CORHA"), 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 \_\_\_\_\_, 2026 through \_\_\_\_\_, 2026. 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: Tamarack Village, 555 N Larch St., Sisters, Oregon

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 B 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**

**Federal Terms and Conditions – Exhibit D**

**Additional Insurance Requirement – Exhibit E**

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 OR20260014 last modified on 5/18/2026 for Deschutes 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 there is no published Federal Davis Bacon wage rate for a specific classification, then the rates in the applicable BOLI rate book will apply to those trades or classifications for which there is no applicable federal residential rate. OAR 839-025-0037

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: HOUSING WORKS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

See attached Bid.

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.

#### Bond Requirements

1. For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.
2. For construction contracts exceeding \$100,000, the successful bidder shall furnish an assurance of completion in the form of a performance and payment bond in a penal sum of \$100% of the contract price.
3. Contractor must file a \$30,000 public works bond with the Construction Contractors Board (CCB) before beginning work on a public works project.

These bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U.S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

#### 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

☐ Cascade Management Inc., 9600 SW Oak St., Suite 200, Portland, OR 97223

☐ Other: State of Oregon, its officers, employees and agents. CO Oregon Health Authority, 800 NE Oregon St., Portland, OR 97232

## 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: \_\_\_\_\_

## Exhibit D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) the Health Insurance Portability and Accountability Act of 1996, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
- 2. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

3. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
4. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**5. Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

**6. Audits.**

- a. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Recipient expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Recipient expends less than \$750,000 in a fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

7. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
8. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
9. **Medicaid Services.** Reserved
10. **Agency-based Voter Registration.** If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
11. **Disclosures.** Reserved
12. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

- 13. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR § 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
  - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
- 14. Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

## **EXHIBIT E**

### **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's 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.