BIDDING DOCUMENTS

CITY OF
CHILOQUIN

PUBLIC WORKS BUILDING

2026

Project funded by:
The Community Development Block Grant Disaster Recovery funds from the U.S. Department of Housing and Urban Development

ADKINS ENGINEERING & SURVEYING

1435 Esplanade Ave, Klamath Falls, OR 97601
o 541.884.4666 / f 541.884.5335 / w AdkinsEngineering.com

BIDDING DOCUMENTS

FOR

CITY OF CHILOQUIN, OREGON

PUBLIC WORKS BUILDING

2026



RENEWS 12/31/26

PROJECT FUNDED BY: Work under this Contract is funded by the Community Development Block Grant Disaster Recovery funds from the U.S. Department of Housing and Urban Development.

ADKINS ENGINEERING & SURVEYING
Civil Engineers
Klamath Falls, Oregon

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BIDDING REQUIREMENTS

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BIDDING REQUIREMENTS

ADVERTISEMENT FOR BIDS

The City of Chiloquin (City) is requesting Bids for the construction of the following Project:

Public Works Building

All sealed bids for the construction of the Project will provided to City of Chiloquin ATTN Martinne Ingram, 127 S. First Avenue, Chiloquin, Oregon, 97624, until **12/17/2026** at **2:00 PM** local time. At that time, the Bids received will be publicly opened and read.

The Project infrastructure will include, but is not limited to:

Construction of a 4,000 S.F. pre-engineered metal building with metal siding and roof, break/reception room, offices, restroom, second floor storage area, fencing, gravel maintenance yard, connections to existing utilities including sewer, water, power, telephone and cable, and related work. In addition to the project infrastructure described above, the Work includes Contractor design-build elements for the pre-engineered metal building and for the electrical and mechanical systems, as indicated on Architectural Sheet A1.0 and Structural Sheet S1.0 and in the Specifications. Contractor shall provide complete design, engineering, and construction of those elements in accordance with the performance criteria in the Contract Documents. All design-build elements shall comply with the applicable current editions of the Oregon Specialty Codes, including the Electrical, Energy Efficiency, Mechanical, Plumbing, and Structural Specialty Codes. Foundations were designed using preliminary reactions prepared by Kinsman Construction / Varco Pruden. Those reactions were used for foundation design only and do not require the successful bidder to use that contractor. The Contractor's design-build metal building shall be coordinated with those reactions. Any difference between the final sealed reactions and the reactions used for the foundation design shall be submitted to the Engineer for coordination before the affected Work proceeds.

The Project's **Substantial Completion** date will be **October 13, 2027,** with **Final Completion November 12, 2027.**

The digital Bidding Documents may be obtained from Adkins Engineering & Surveying by emailing sking@adkinsengineering.com or from one of the plan centers listed below.

Contractors interested in this solicitation must contact Adkins Engineering & Surveying to be placed on the list of interested bidders. **Only firms on this list will receive updates, addenda, or additional information** regarding the Advertisement for Bids.

To be added to the list, please contact Sandy King and copy Jonathan Moritz by email at the following addresses:

- sking@adkinsengineering.com
- jmoritz@adkinsengineering.com

Email subject lines must include the title of this solicitation. The Bidding Documents will be available for download by end of business **(EOB)** on **November 4, 2026**. No paper sets will be provided.

The Issuing Office for the Bidding Documents is:

Adkins Engineering & Surveying
1435 Esplanade Avenue, Klamath Falls, Oregon 97601
541-884-4666, Jonathan Moritz, P.E. Project Manager

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Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:00 a.m. and 5:00 p.m.**

Bidding Documents may also be examined at the following locations:

City of Chiloquin, 127 S. First Avenue, Chiloquin, Oregon
Klamath Builders Exchange, 724 Main Street, Klamath Falls, Oregon

And online at:

Medford Builders Exchange, 2330 Crater Lake Avenue, Medford, Oregon
Premier Builders Exchange, 1902 NE 4th Street, Bend, Oregon

A **non-mandatory pre-bid** conference will be held at **2:00 PM** local time, on **11/10/2026**, at **Chiloquin City Hall.** Bidders are highly encouraged to attend.

This Project is being funded under the Planning, Infrastructure, and Economic Revitalization (PIER) Program using Community Development Block Grant – Disaster Recovery funds from the U.S. Department of Housing and Urban Development (HUD). Pursuant to HUD guidance, the Build America, Buy America (BABA) domestic content procurement preference, including the Buy America Preference, **does not apply** to this project.

The Work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible and in accordance with the labor hour benchmarks established under 24 CFR Part 75, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Contractor will be subject to the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and the applicable provisions of ORS 279C.800 through ORS 279C.870 (the Oregon Prevailing Wage Law).

5% Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders must be licensed in accordance with Oregon Construction Contractors Board (CCB) rules and regulations. The successful Contractor must be registered in SAM.gov and have a Unique Entity Identifier (UEI) prior to award. The Owner will verify SAM.gov status and debarment/suspension before award.

The Owner is an equal opportunity employer. Minority, women-owned businesses and Labor Surplus Area Firms are encouraged to bid. Minority, women-owned businesses and Labor Surplus Area Firms requesting Contract Documents should indicate they are a minority firm at the time they request Contract Documents so they may be listed on the Bidder's List as a minority.

Contractor shall make documented good faith efforts to solicit and utilize minority businesses, women's business enterprises, emerging small businesses, and labor surplus area firms in accordance with 2 CFR 200.321. Contractor shall maintain records of outreach efforts, solicitations, and subcontracting activities and provide such documentation to the Owner upon request.

Owner: **City of Chiloquin**

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

B. *Owner* — City of Chiloquin

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) as stated in the Advertisement for Bids. See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

Bidder must obtain Bidding Documents as stated in the Advertisement for Bids. Contractors must be placed on the Bidder's List to receive updates, addenda, or additional information regarding the Advertisement for Bids.

2.03 Bid documents will be available as indicated in the Advertisement or invitation to bid. Owner recommends that Bidders register as a plan holder with the Issuing Office. Only firms on this list will receive updates, addenda, or additional information regarding the Advertisement for Bids. Bidders may rely on sets of Bidding Documents obtained from the issuing office as being complete, unless an omission is apparent. Registered plan holders will receive Addenda issued by Owner.

2.04 All Technical Specifications will be provided on the drawings, no separate set of Technical Specifications will be provided.

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ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **5 days** of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) such other data as may be necessary to determine the Bidder's qualifications.

3.02 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.04 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Bidder's state or other contractor license number, if applicable.

3.05 The apparent successful Bidder must be registered in SAM.gov and have a Unique Entity Identifier (UEI) prior to award. The Owner will review SAM.gov before award to confirm that neither the Contractor nor its principles are debarred, suspended, or otherwise excluded. Bidders are encouraged to complete SAM registration during bidding to avoid award delay. (See HUD Exchange FAQ 2163; 2 C.F.R. Part 25; 2 C.F.R. Part 2424.)

3.06 Investigation of Bidder's qualifications shall be as per ORS Chapter 279C.375.

3.07 Contractors must be placed on the Bidder's List to receive updates, addenda, or additional information regarding the Advertisement for Bids.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A **non-mandatory pre-bid conference** will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the

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pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

4.03 Any discrepancies of design Work the Contractor believes do not meet code or will not function as intended shall be reported to the Engineer in writing prior to the Bid.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional land required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

1. The Specifications identify the following regarding existing conditions at or adjacent to the Site:

    a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

    b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

    c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

    d. Technical Data contained in such reports and drawings.

2. Reports and drawings referenced above are found in the Appendices. The Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Specifications. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.03 Site Visit and Testing by Bidders

A. Bidder must visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-bid conference.

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C. A Site visit is scheduled for **11/10/2026, after pre-bid meeting scheduled at 2:00 p.m. at 127 S. First Avenue, Chiloquin, Oregon**. Maps to the Site will be made available upon request.

D. Bidders visiting the Site are required to arrange their own transportation to the Site.

E. Bidders are required to conduct all site visits during normal working hours. Requests for site visits separate from the scheduled pre-bid meeting must be coordinated with City staff in advance.

F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.04 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

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ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Email Jonathan Moritz, P.E. jmoritz@adkinsengineering.com no later than **13 days** prior to the date for opening of Bids.

7.02 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders on the Bidder's List. Questions received less than **13 days** prior to the date for opening of Bids may not be answered.

7.03 Written Addenda to the Contract Documents, if issued, shall be sent to all Contractors on the Bidder's List. Email notification shall be sent to all prospective Bidders who have acquired digital Contract Documents at the email addresses furnished for such purposes. Written Addenda shall be made digitally available no later than **six (6) days** prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility of all prospective Bidders to be placed on the Bidder's List and to verify, prior to submitting their Bid, whether any Addenda have been issued for the Project.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or a cashier's

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or certified check, or a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within **15 days** after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of **7 days** after the Effective Date of the Contract or **61 days** after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

10.03 If an award is made, Contractor shall be allowed to submit proposed substitutes and "or-equals" in accordance with the General Conditions.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 The apparent Successful Bidder, and any other Bidder so requested, shall within two hours after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work as stated on the First-Tier Subcontractor Disclosure Form and as defined in ORS 279C.370.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

11.05 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

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ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents and is included in the Bidder's Packet.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.

12.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature) accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature) accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.05 A Bid by an individual must show the Bidder’s name and official address.

12.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.07 All names must be printed in ink below the signatures.

12.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.10 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid. If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure. Bidder’s state contractor license number must also be shown on the Bid Form.

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12.11 If the Bidder has a Unique Entity Identifier (UEI), it shall be shown on the Bid Form. A UEI and active SAM.gov registration are required of the successful Contractor prior to award.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 Base Bid with Alternates

A. Bidders must submit a Bid on a lump sum basis for the Base Bid and include a separate price for each Deductive Alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each Deductive Alternate will be the amount deducted from the Base Bid if the Owner selects that alternate. Alternates are deductive only. The Base Bid is all-inclusive.

B. In the comparison of Bids, Deductive Alternates are listed as determined by the City. The City may select any combination of Deductive Alternates based on available funding.

ARTICLE 14—SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished a section labeled "Bidder's Packet," which includes a copy of the Bid Form, the Bid Bond Form, and other required documents. All documents in the Bidder's Packet shall be printed if not provided in hard copy form. The Bidder's Packet shall be completed in its entirety and submitted to the Owner as the Contractor's Bid.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked sealed package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, Owners name and address, date and time of Bid opening, the name and address of Bidder, Bidder's CCB license number, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to **City of Chiloquin, 127 S. First Avenue, Chiloquin, Oregon 97624.**

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted. prior to the

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date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 The Owner reserves the right to reject any or all bids, waive informalities, and cancel the solicitation or decline to award a contract if determined to be in the public interest or if funding is unavailable or insufficient.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

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18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

A Responsible Bidder is a Bidder who, in the Owner's opinion, meets the standards of responsibility as defined in ORS 279.C.375(3).

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. Such investigation shall be pursuant to ORS Chapter 279C.375.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within **15 days** thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—ADDITIONAL REQUIREMENTS OF THE BID

21.01 Disclosure of First-Tier Subcontractors

A. Oregon law requires Bidders to disclose information about certain first-tier Subcontractors who will be furnishing labor or labor and materials when the Contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370). Specifically, when the Contract amount of a first-tier Subcontractor is greater than or equal to: (i) 5 percent of the Project Bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must disclose the following information about that Subcontractor within two (2) hours of Bid closing:

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1. The Subcontractor's name and address.
2. The Subcontractor's type of work being performed.
3. The dollar amount of the Subcontractor's work to be performed.
4. The Subcontractor's Construction Contractors License number.

If no Subcontractors that are subject to the above disclosure requirements are anticipated, a Bidder shall so indicate "NONE" on the accompanying form.

B. THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE. OAR 137-049-0360.

C. To determine disclosure requirements, the Owner recommends that you disclose subcontract information for any Subcontractor as follows:

1. Determine the lowest possible Contract price. That will be the base Bid amount less all deductive alternate Bid amounts (exclusive of any options that can only be exercised after Contract award), if any.
2. Provide the required disclosure information for any first-tier Subcontractor whose potential labor or labor and materials Contract services (Subcontractor base Bid amount plus all additive alternate Bid amounts, exclusive of any options that can only be exercised after Contract award, if any) are greater than or equal to:
    a. 5 percent of that lowest Contract price, but at least $15,000, or
    b. $350,000 regardless of the percentage.
3. Total all possible work for each Subcontractor in making this determination (e.g., if a Subcontractor will provide $15,000 worth of services on the base Bid and $40,000 on an additive alternate, then the potential amount of Subcontractor's services is $55,000. Assuming that $55,000 exceeds 5 percent of the lowest Contract price, provide the disclosure for both the $15,000 services and the $40,000 services).

D. SUBMISSION. A Bidder shall submit the disclosure form included in the Bidder's Packet within two (2) working hours after Bid closing. See instructions on the form.

E. RESPONSIVENESS. Compliance with the disclosure and submittal requirements of ORS 279C.370 and this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract award. It shall be the Bidder's sole responsibility to ensure the Disclosure Form is delivered to the Owner within the required two (2) working hours. Failure, for any reason, of the Owner to receive this form from the Bidder will be the total responsibility of the Bidder. The Owner will assume no responsibility or liability for the failure of

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the Owner's fax equipment or any other problem resulting in failure of the Disclosure Form to be received.

21.02 Prior to award of the Contract, the Owner will issue a Notice of Intent to Award to all Bidders in accordance with the Contract Documents. The notice will identify the apparent successful Bidder. Any Bidder wishing to protest the Owner's Notice of Intent to Award must submit a written protest to the Owner **within seven (7) calendar days** after the date of the Notice of Intent to Award. The protest must be filed at the same location where Bids were received and must clearly state the basis for the protest, supported by all relevant documentation and evidence. The Owner shall have a minimum of **seven (7) calendar days** to review and respond to the protest. The Owner's decision on the protest shall be final and binding.

21.03 Pursuant to ORS 279A.120, in determining the lowest responsible Bidder, the Owner, for the purpose of awarding a Contract, shall add a percent increase in the Bid of each non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides.

21.04 Oregon law requires anyone who is engaged for compensation in construction activities to be registered with the State of Oregon Construction Contractors Board in accordance with ORS 701. Registration is required for any individual or business entity which advertises, offers, Bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.

21.05 Bidder shall comply with all prevailing wage rates applicable to this Work.

ARTICLE 22—WAGE RATE REQUIREMENTS

22.01 This Project is subject to the following wage rate requirements as outlined in the Supplementary Conditions, Articles 19 and 20.

A. Oregon Prevailing Wage Rate Law

B. Davis-Bacon Act and related acts

ARTICLE 23—ALLOCATION OF FEDERAL COMPLIANCE RESPONSIBILITIES

23.01 The City of Chiloquin is the Subrecipient of Community Development Block Grant Disaster Relief (CDBG-DR) funds from the Oregon Housing and Community Services Department (OHCS). Certain federal compliance, reporting, and grant-administration duties remain solely the responsibility of the

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City as Subrecipient and are not transferred to the Contractor by these Instructions or the Contract Documents.

23.02 The following categories of obligations under Articles 23 through 37 (and any corresponding provisions in the Contract Documents) are the responsibility of the Contractor and shall be flowed down to all tiers of subcontractors:

1. Labor standards (Davis-Bacon, Copeland Act, Contract Work Hours and Safety Standards Act, Oregon Bureau of Labor & Industries (BOLI) prevailing wage requirements);
2. Equal employment opportunity, nondiscrimination, and affirmative action requirements (including Executive Order 11246 and Section 503);
3. Section 3 requirements under 24 CFR Part 75 (including labor-hour tracking, benchmarks, and reporting);
4. Debarment and suspension certifications;
5. Clean Air Act and Clean Water Act compliance for the Work;
6. Anti-lobbying certifications;
7. Minority/women-owned business enterprise outreach and reporting on contracts of $10,000 or more;
8. Recordkeeping and documentation related to the above items; and
9. Any other construction-related federal requirement that applies to the performance of the Work.

23.03 The Contractor shall incorporate all applicable requirements listed in paragraph B into every subcontract and shall remain fully responsible for subcontractor compliance. The Contractor shall provide copies of subcontracts and compliance documentation to the Owner upon request.

23.04 Nothing in these Articles requires the Contractor to perform grant-administration, environmental review, or other duties that federal regulations or the Oregon Housing and Community Services (OHCS) Subrecipient Agreement assign exclusively to the City as Subrecipient.

ARTICLE 24—SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

24.01 The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
b) Assuring that small and minority businesses, and women's business enterprises

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are solicited whenever they are potential sources.

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the Contractor shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

ARTICLE 25—DEBARMENT, SUSPENSION, AND INELIGIBILITY

25.01 The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

ARTICLE 26—CONFLICTS OF INTEREST

26.01 The Contractor agrees to abide by the conflict-of-interest provisions of 2 C.F.R. Part 200 (as applicable) and 24 C.F.R. § 570.611 to the extent they apply to construction contractors. The Contractor shall promptly notify the Owner if any aspect of the Work raises an actual or potential conflict of interest. The Contractor shall accept any reasonable conflict-mitigation measures required by the Owner or OHCS.

(Note: Pure grant-administration conflict duties remain with the Owner/City as Subrecipient.)

ARTICLE 27—COPELAND "ANTI-KICKBACK" ACT

27.01 Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors

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thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

ARTICLE 28—CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

28.01 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

28.02 All laborers and mechanics employed by the Contractor or its subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

ARTICLE 29—HEALTH AND SAFETY STANDARDS

29.01 All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

ARTICLE 30—SECTION 503 OF THE REHABILITATION ACT OF 1973

30.01 The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

30.02 Equal Opportunity for Workers with Disabilities:

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

    a. Recruitment, advertising, and job application procedures.

    b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

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c. Rates of pay or any other form of compensation and changes in compensation.

d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

e. Leaves of absence, sick leave, or any other leave.

f. Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

g. Selection and financial support for training, including apprenticeship professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

h. Activities sponsored by the Contractor including social and recreational programs; and

i. Any other term, condition, or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractors' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

5. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract

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Compliance Programs may direct to enforce such provisions, including action for noncompliance.

ARTICLE 31—EQUAL EMPLOYMENT OPPORTUNITY

31.01 (Applicable to construction contracts and subcontracts exceeding $10,000)

31.02 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

31.03 During the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Contractor's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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ARTICLE 32—CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

32.01 The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

32.02 In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
4. Agreement by the Contractor that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

ARTICLE 33—ANTI-LOBBYING

33.01 By the execution of this Agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The Contractor 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 Contractors shall certify and disclose accordingly.

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

ARTICLE 34—SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

34.01 The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible and in accordance with the labor-hour benchmarks established under 24 CFR Part 75, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

2. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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3. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

4. The Contractor acknowledges that contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Contractor agreements, Program regulatory agreements, or contracts.

5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. The Contractor agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

ARTICLE 35—FAIR HOUSING ACT

35.01 Contractor shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin,

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disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

ARTICLE 36—TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

36.01 General Compliance: The Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Contractor shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

36.02 Assurances and Real Property Covenants: As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Contractor assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Contractor's assurance herein shall obligate the Contractor or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Contractor for the period during which Federal financial assistance is extended pursuant to the contract or application.

36.03 This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with Community Development Block Grant Disaster Relief (CDBG-DR) funds and provided to the Contractor under this Agreement, the instrument effecting any disposition by the Contractor of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a

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purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Contractor receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

36.04 Women- and Minority-Owned Businesses (W/MBE): The Contractor shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Contractor procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Contractor shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Contractor shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Contractor shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (https://re.oregon.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

36.05 Notifications: The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

ARTICLE 37—LABOR STANDARDS

37.01 The Contractor shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in

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whole or in part with assistance received under this sub shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

37.02 The Contractor agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Contractor shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

37.03 The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

ARTICLE 38—GOOD FAITH EFFORTS

38.01 Contractor shall make documented good faith efforts to solicit and utilize minority businesses, women's business enterprises, emerging small businesses, and labor surplus area firms in accordance with 2 CFR 200.321. Contractor shall maintain records of outreach efforts, solicitations, and subcontracting activities and provide such documentation to the Owner upon request.

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CONTRACT DOCUMENTS

CONTRACT DOCUMENTS

CITY OF
CHILOQUIN

PUBLIC WORKS BUILDING

2026

Project funded by:
The Community Development Block Grant Disaster Recovery funds from the U.S. Department of Housing and Urban Development

ADKINS
ENGINEERING & SURVEYING

1435 Esplanade Ave, Klamath Falls, OR 97601
o 541.884.4666 / f 541.884.5335 / w AdkinsEngineering.com

CONTRACT DOCUMENTS

FOR

CITY OF CHILOQUIN, OREGON

PUBLIC WORKS BUILDING

2026



RENEWS 12/31/26

PROJECT FUNDED BY: The Community Development Block Grant Disaster Recovery funds from the U.S. Department of Housing and Urban Development

ADKINS ENGINEERING & SURVEYING
Civil Engineers
Klamath Falls, Oregon

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AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Chiloquin** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project infrastructure will include but not limited to:

Construction of a 4,000 S.F. pre-engineered metal building with metal siding and roof, break/reception room, offices, restroom, second floor storage area, fencing, gravel maintenance yard, connections to existing utilities including sewer, water, power, telephone and cable, and related work. In addition to the project infrastructure described above, the Work includes Contractor design-build elements for the pre-engineered metal building and for the electrical and mechanical systems, as indicated on Architectural Sheet A1.0 and Structural Sheet S1.0 and in the Specifications. Contractor shall provide complete design, engineering, and construction of those elements in accordance with the performance criteria in the Contract Documents. All design-build elements shall comply with the applicable current editions of the Oregon Specialty Codes, including the Electrical, Energy Efficiency, Mechanical, Plumbing, and Structural Specialty Codes. Foundations were designed using preliminary reactions prepared by Kinsman Construction / Varco Pruden. Those reactions were used for foundation design only and do not require the successful bidder to use that contractor. The Contractor's design-build metal building shall be coordinated with those reactions. Any difference between the final sealed reactions and the reactions used for the foundation design shall be submitted to the Engineer for coordination before the affected Work proceeds.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Public Works Building

ARTICLE 3—ENGINEER

3.01 The Owner has retained Adkins Engineering & Surveying ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Adkins Engineering & Surveying.

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ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **October 13, 2027,** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 12, 2027.**

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1000** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for

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-Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

C. Total of Lump Sum Amount $**[number]**.

D. For all Work, at the prices stated in Contractor's Bid, Article 3-Basis of Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment submitted monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. Payments are subject to grant funding procedures and timelines. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

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6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Interest*

A. All amounts not paid when due will bear interest at the rate of **6** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds: (not attached but incorporated by reference)
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions. (not attached but incorporated by reference)
4. Supplementary Conditions. (not attached but incorporated by reference)
5. Specifications as listed in the table of contents of the project manual. (not attached but incorporated by reference)
6. Drawings (not attached but incorporated by reference).
7. Addenda (numbers **[number]** to **[number]**, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. **Contractors Bid Form Article 3 Basis of Bid**
    b. **Appendix B: Award Form**
    c. **Exhibit D HUD General Provisions and Other Federal Statutes, Regulations, and Requirements**
    d. **Contractor/Subrecipient Determination Form**
    e. **Debarment Check by Subrecipient or Subgrantee**
    f. **Contractor/Subcontractor Contract Agreement**
    g. **Labor Standards Checklist (for Prime Contractor and each Sub-Contractor)**
    h. **Activity Report Minority Women and Emerging Small Business**
    i. **Responsible Bidder Determination Form**
    j. **Notice of Construction Contract Award and Start of Construction Community Development Block Grant Disaster Recovery**
    k. **Section 3 Business Concern Certification Form**
    l. **State of Oregon Public Works Bond Form**
    m. **Section 3 Clauses**

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n. **HUD 4010**

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice of Intent to Award.

   b. Notice of Award.

   c. Notice to Proceed.

   d. Change Orders.

   e. Contractor's Notice of Substantial Completion.

   f. Certificate of Substantial Completion.

   g. Contractor's Completion Certificate.

   h. Notice of Acceptability.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

   1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

   2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

   3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

   4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

   5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor acknowledges that the City of Chiloquin is the Subrecipient of Community Development Block Grant–Disaster Recovery (CDBG-DR) funds from the Oregon Housing and Community Services Department (OHCS). Certain obligations set forth in Exhibit D (attached to this Agreement) are the responsibility of the Contractor and shall be flowed down to all tiers of subcontractors. Federal compliance, reporting, and grant-administration duties that remain solely the responsibility of the City as Subrecipient are not transferred to the Contractor.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Chiloquin	
(typed or printed name of organization)	*(typed or printed name of organization)*
By:	By:
(individual's signature)	*(individual's signature)*
Date:	Date:
(date signed)	*(date signed)*
Name: **Julie Bettles**	Name:
(typed or printed)	*(typed or printed)*
Title: **Mayor**	Title:
(typed or printed)	*(typed or printed)*
Attest:	Attest:
(individual's signature)	*(individual's signature)*
Title:	Title:
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Chiloquin	
PO Box 196	
Chiloquin, OR 97624	
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	*(typed or printed)*
Title:	Title:
(typed or printed)	*(typed or printed)*
Address:	Address:
Phone:	Phone:
Email:	Email:
	License No.:
	(where applicable)
	State:

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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CONTRACT FORMS

NOTICE OF INTENT TO AWARD CONTRACT
ORS 279C-410(7)

TO: **All Bidders for the Project Listed Below**

DATE OF NOTICE: **_____**

PROJECT NAME: **Public Works Building**

NOTICE IS HEREBY GIVEN that the **City of Chiloquin, Chiloquin, Oregon** (OWNER) intends to award the above-described Contract to the following apparent low bidder:

_____
(Name of Bidder)

_____
(Street or P.O. Box)

_____
(City and State)

NOTICE IS FURTHER GIVEN that any protest of the OWNER'S Notice of Intent to Award Contract must be filed with **City of Chiloquin, PO Box 196 / 127 S. First Avenue, Chiloquin, Oregon 97624** (OWNER) on or before seven calendar days from the date of this Notice. Protests must be in writing stating the basis of the protest in detail as provided by Oregon Law and be physically received at the above address on or before said date.

If no protest is filed on or prior to said date, the OWNER will thereafter award the above-described contract to the Bidder named above by issuance of a Notice of Award of Contract to said Bidder.

Dated this _____ day of _____, 20__.

City of Chiloquin

By_____
Julie Bettles
Mayor

NOTICE OF AWARD

Date of Issuance:			
Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project	**1011-88**
Project:	**Public Works Building**		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a 4,000 S.F. pre-engineered metal building with metal siding and roof, break/reception room, offices, restroom, second floor storage area, fencing, gravel maintenance yard, connections to existing utilities including sewer, water, power, telephone and cable, and related work. In addition to the project infrastructure described above, the Work includes Contractor design-build elements for the pre-engineered metal building and for the electrical and mechanical systems, as indicated on Architectural Sheet A1.0 and Structural Sheet S1.0 and in the Specifications. Contractor shall provide complete design, engineering, and construction of those elements in accordance with the performance criteria in the Contract Documents. All design-build elements shall comply with the applicable current editions of the Oregon Specialty Codes, including the Electrical, Energy Efficiency, Mechanical, Plumbing, and Structural Specialty Codes. Foundations were designed using preliminary reactions prepared by Kinsman Construction / Varco Pruden. Those reactions were used for foundation design only and do not require the successful bidder to use that contractor. The Contractor's design-build metal building shall be coordinated with those reactions. Any difference between the final sealed reactions and the reactions used for the foundation design shall be submitted to the Engineer for coordination before the affected Work proceeds.

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One copy of the unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Performance and Payment Bonds accompanies this Notice of Award.

You must comply with the following conditions precedent within **15 days** of the date of receipt of this Notice of Award:

1. Deliver to Owner ***1*** counterpart of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds attached) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Statutory Public Works Bond: The Contractor and applicable Subcontractors must file a Public Works Bond with the Construction Contractor's Board in accordance with Oregon Laws 2005, Chapter 360, Section 2. Verification that this bond has been filed by the Contractor must be submitted to the Engineer.

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4. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 20 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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Owner: **City of Chiloquin**

By *(signature)*:

Name *(printed)*: **Julie Bettles**

Title: **Mayor**

Notice of Acceptance:

Contractor:

By *(signature)*:

Name *(printed)*:

Title:

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **City of Chiloquin** Mailing address *(principal place of business)*: **City of Chiloquin** **PO Box 196 / 127 S. First Avenue** **Chiloquin**	**Contract** Description *(name and location):* **Public Works Building** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None.**

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PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **City of Chiloquin** Mailing address *(principal place of business)*: **City of Chiloquin** **PO Box 196 / 127 S. First Avenue** **Chiloquin, OR 97624**	**Contract** Description *(name and location)*: **Public Works Building** **Chiloquin, OR 97624** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**

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NOTICE TO PROCEED

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on the date construction first commences on the Project Site or _____, whichever occurs first, pursuant to Paragraph 4.01 of the General Conditions.
Date

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement**:**

The number of months to achieve Substantial Completion is **8 months** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **October 13, 2027**; and the number of months to achieve readiness for final payment is **9 months** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **November 12, 2027**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner:	**City of Chiloquin**
By *(signature)*:	
Name *(printed)*:	**Julie Bettles**
Title:	**Mayor**
Date Issued:	

Accepted:

Contractor:	
By *(signature):*	
Name *(printed):*	
Title:	
Date:	

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
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Contractor's Application for Payment

Owner:	City of Chiloquin	**Owner's Project No.:**	
Engineer:	Adkins Engineering & Surveying	**Engineer's Project No.:**	1011-88
Contractor:		**Contractor's Project No.:**	
Project:	Public Works Building		
Application No.:	1	**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price		
2. Net change by Change Orders		$ -
3. Current Contract Price (Line 1 + Line 2)		$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ -
5. Retainage		
a. 5% X $ - Work Completed		$ -
b. X $ - Stored Materials		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ -
6. Amount eligible to date (Line 4 - Line 5.c)		$ -
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application		$ -
9. Balance to finish, including retainage (Line 3 - Line 4)		$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer	**Approved by Owner**
By:	**By:**
Title:	**Title:**
Date:	**Date:**
Approved by Funding Agency	
By:	**By:**
Title:	**Title:**
Date:	**Date:**

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Chiloquin	**Owner's Project No.:**	
Engineer:	Adkins Engineering & Surveying	**Engineer's Project No.:**	1011-88
Contractor:		**Contractor's Project No.:**	
Project:	Public Works Building		

Application No.: 1 **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
Original Contract								
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
	Original Contract Totals	$ -	$ -	$ -	$ -	$ -		$ -
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
	Change Order Totals	$ -	$ -	$ -	$ -	$ -		$ -
Original Contract and Change Orders								
	Project Totals	$ -	$ -	$ -	$ -	$ -		$ -

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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Chiloquin	**Owner's Project No.:**	
Engineer:	Adkins Engineering & Surveying	**Engineer's Project No.:**	1011-88
Contractor:		**Contractor's Project No.:**	
Project:	Public Works Building		
Contract:	#REF!		

Application No.: 1 **Application Period:** **From** _____ **to** _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
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					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
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WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		
Date Issued:		Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

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FIELD ORDER NO.: [Number of Field Order]

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

EJCDC® C-942, Field Order.
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CHANGE ORDER NO.: [Number of Change Order]

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:		Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		
Date Issued:		Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer (if required)	Accepted by Contractor
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer		Contractor	
By *(signature)*:	_____	By (signature):	_____
Name *(printed)*:	_____	Name (printed):	_____
Title:	_____	Title:	_____

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NOTICE OF ACCEPTABILITY OF WORK

Owner:	**City of Chiloquin**	Owner's Project No.:	
Engineer:	**Adkins Engineering & Surveying**	Engineer's Project No.:	**1011-88**
Contractor:		Contractor's Project No.:	
Project:	**Public Works Building**		
Notice Date:		Effective Date of the Construction Contract:	

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer		Owner	
By *(signature)*:	_____	By (signature):	_____
Name *(printed)*:	_____	Name (printed):	_____
Title:	_____	Title:	_____

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CONDITIONS OF THE CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.30 Add the following language at the end of the last sentence of Paragraph 1.01.A.30:

Owner Authorized Representative or “OAR” is the authorized representative of the Owner.

SC-1.01.A-39 Add the following language at the end of the last sentence of Paragraph 1.01.A.39:

The General Requirements, Technical Specifications, and any Appendices are included under the definition of Specifications.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B and C in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall review the Performance Bond, Payment Bond, Certificate of Insurance, and supporting documentation for compliance with the Contract Documents. If the bonds or insurance coverage are not in compliance with the requirements of the Contract Documents, Owner shall promptly notify Contractor, and Contractor shall within 7 days secure bonds or insurance coverages that conform to the requirements of the Contract Documents. A Notice to Proceed shall not be issued until the bonds and insurance coverages have been reviewed and approved by Owner.

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2.02 Copies of Documents

SC-2.02.A Delete Paragraph 2.02.A in its entirety and insert the following new Paragraph in its place:

A. Owner shall furnish to Contractor **2** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01.C Delete Paragraph 3.01.C in its entirety.

SC-3.03.B.2 Add the following new Paragraph after Paragraph 3.03.B.1.b:

Where a conflict occurs between or within Specifications and Drawings, the more stringent requirements shall control, unless approved otherwise in writing by the Engineer and concurred by the Owner.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event.

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ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.06 *Hazardous Environmental Conditions*

SC-5.06.A Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely and are found in the Appendices:

Report Title	Date of Report	Technical Data

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

Add the following new subparagraph immediately after 6.01.H:

I. Prior to starting work on a Contract or Subcontract for a public works Project, a Contractor or Subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of $30,000.

6.02 *Insurance—General Provisions*

SC-6.02.N Amend Paragraph 6.02.N by striking out the following text: "10" and inserting the following text: "30"

SC-6.02.N Add the following language at the end of the last sentence of Paragraph 6.02.N:

The Contractor shall, within 20 days after such notification, provide replacement insurance which shall comply with the insurance requirements required by the Contract. Appropriate insurance certification shall be provided to the Owner. The Contractor shall stop Work if full insurance coverage is not in place.

6.03 *Contractor's Insurance*

SC-6.03.B *General Provisions:* Add the following new paragraph immediately after Paragraph 6.03.B.5

6. When the Work is to be accomplished within the right-of-way of the State Highway or Transportation Department or on lands over which they have direct or indirect control, the Contractor's liability insurance policy shall contain endorsements as required by the respective agency at no cost or liability to the Owner. Immediate verbal and written notification of Contractor's failure to provide full replacement insurance coverage shall be given to the Engineer and Owner.

   a. The State of Oregon, the Oregon Transportation Commission, and members thereof, its officers, agents, and employees are hereby included as named insured in the herein numbered policy, except as to Claims against the primary named insured for injury to their persons or damage to any of its or their property.

   b. Cancellation of the endorsement or of the policy to which it is attached may be effected by agreement of the parties hereto, or by the company or the primary

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named insured giving not less than thirty (30) days' notice in writing and by certified mail to the Department of Transportation, Office of Maintenance and Operations, 800 Airport Road, Salem, Oregon 97301, said notice to commence to run from the date it is actually received at said office.

SC-6.03.C *Additional Insureds:* Contractor is to list Owner and Engineer as additional insured.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	**Policy limits of not less than:**
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	$1,000,000
Each employee	$1,000,000
Policy limit	$1,000,000

E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a standard Accord form and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

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3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Personal injury coverage.

5. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

6. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	

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Automobile Liability	Policy limits of not less than:
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

K. *Worker's Compensation*

Employer's Liability	Policy limits of not less than:
Each Accident	$500,000
Each Employee	$500,000
Policy Limit	$500,000

L. *Professional Liability*

Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

M. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

N. All policies required to name Owner and Engineer as additional insureds shall be primary and noncontributory with respect to any insurance or self-insurance maintained by Owner or

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Engineer. The additional-insured coverage shall be provided by endorsement to the policy (ISO forms CG 20 10 and CG 20 37 or equivalent for CGL; equivalent endorsement for Auto and Umbrella). Certificates of insurance alone are not acceptable evidence of coverage.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions in its entirety and insert the following in its place:

A. *Owner-Provided Builder's Risk Insurance:* The Owner shall purchase and maintain Builder's Risk property insurance for the Work on a completed-value, replacement-cost basis in an amount not less than the total value of the Project, including the Contract Price and subsequent modifications to the Work.

The Builder's Risk insurance shall provide coverage for direct physical loss of or damage to the Work and materials and equipment incorporated or intended for incorporation into the Work, subject to the terms, conditions, limitations, deductibles, and exclusions of the policy. Coverage shall be maintained until Substantial Completion or such other time as provided in the Contract Documents.

The Owner will provide evidence of the Builder's Risk coverage to the Contractor upon request.

The Owner's provision of Builder's Risk insurance does not waive or limit any rights, remedies, responsibilities, or liabilities of the Owner or Contractor under the Contract Documents or applicable law.

B. *Contractor Responsibility for Property Not Covered by Owner's Builder's Risk:* The Contractor shall purchase and maintain insurance sufficient to cover property owned, leased, rented, or otherwise under the control of the Contractor or its Subcontractors that is not covered by the Owner's Builder's Risk insurance, including, as applicable:

1. Contractor's and Subcontractors' construction equipment, machinery, tools, vehicles, trailers, temporary facilities, scaffolding, and similar property used in performance of the Work but not intended for permanent incorporation into the Project;
2. Materials and equipment intended for incorporation into the Work while in transit to the Project Site, to the extent not covered by the Owner's Builder's Risk insurance;
3. Materials and equipment intended for incorporation into the Work while stored at locations away from the Project Site to the extent not covered by the Owner's Builder's Risk insurance; and
4. Other property of the Contractor, Subcontractors, Suppliers, or others for which the Contractor is responsible and is not insured under the Owner's Builder's Risk insurance.

The Contractor may satisfy these requirements through contractor's equipment coverage, installation floater, inland marine insurance, or other appropriate property insurance.

C. *Contractor Responsibility for Protection of the Work:* The Owner's provision of Builder's Risk insurance does not relieve the Contractor of its obligations under the Contract Documents to protect and secure the Work, materials, equipment, and Project Site from damage, theft, vandalism, weather, or other loss.

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The Contractor remains responsible for loss or damage resulting from the negligence, acts, omissions, or failure to properly protect the Work by the Contractor, its Subcontractors, or persons for whom they are responsible, subject to the terms of the Contract Documents and applicable law.

D. *Builder's Risk Deductible:* The Owner shall be responsible for the deductible applicable to a covered Builder's Risk loss, except that the Contractor shall be responsible for the deductible to the extent the loss results from the negligence, acts, omissions, or failure to properly protect the Work by the Contractor, a Subcontractor, or anyone for whom they are responsible.

6.05 *Property Losses; Subrogation*

SC-6.05 Delete Paragraph 6.05.A of the General Conditions in its entirety and insert the following in its place:

A. Owner does not waive, and expressly reserves, all rights of recovery and subrogation against Contractor, Subcontractors, Suppliers, Engineer, and any other party for any loss or damage to the Work or to Owner's property, whether or not such loss is covered by insurance.

B. Nothing in this Contract shall be construed as a waiver by Owner of any rights under its insurance policies or under applicable law.

C. All insurance and indemnity provisions should be reviewed directly by CIS or the City's insurance advisor before execution.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B Add the following language at the end of the last sentence of Paragraph 7.02.B:

The Contractor's superintendent shall be on the Project Site whenever any Work is being performed.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 10 hours in 1 day or 40 hours in 1 week.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular workday. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.05.A – Amend the third sentence of paragraph by deleting the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by deleting "and;" and adding a period at the end of Paragraph a.3.

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SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7 *Section 3 Plan:* Add the following new paragraphs immediately after Paragraph 7.19:

SC-7.20 City of Chiloquin Section 3 Plan

In preparation for the award of Contracts, the Contractor will be responsible for the following:

1. Insert Section 3 requirements in all subcontracts requiring Subcontractors to submit Section 3 Worker Certification Forms (Exhibit 3) and compliance reports as required
2. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 Workers
3. If a position necessary to complete a contractual task is vacated during the contract period, Contractor's certify that, to the greatest extent possible, the vacancies will be filled pursuant to item 2 above.
4. Submitting Worker Certification Forms and compliance reports as required.
5. If notified of non-compliance, will correct issues of non-compliance within the allowable time period.

SC-7.21 Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of Contracts or purchase agreements with the City shall complete the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability from (Exhibit 4), obtained from the City's Section 3 Coordinator. The business seeking Section 3 preference must provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the City 's Section 3 Coordinator prior to the submission of Bids for consideration. If the City has previously approved the certification for the business concern, then the certification may be submitted along with the Bid.

SC-7.22 Contractor's Requirement's in Employing Section 3 Residents

After a contract is awarded, the Contractor will provide the following:

1. Names of Section 3 business concerns to be utilized.
2. Estimate of the number of employees to be utilized for Contract.
3. Projected number of available positions, including job descriptions and wage rates (Construction wages must be consistent with Davis-Bacon Act or Oregon Bureau of Labor and Industries (BOLI) rates, whichever is higher); and
4. Efforts that will be utilized to seek Section 3 participants.

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ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed.

5. Samples:

   a. Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.

   b. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's

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recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

   b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

9. Records:

   a. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

   b. Record names, addresses, fax numbers, e-mail addresses, website locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

   c. Maintain records for use in preparing Project documentation.

10. Reports:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Shop Drawing and Sample Submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by

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Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion*

    a. Participate in Engineer's visits regarding Substantial Completion.

    b. Assist in the preparation of a punch list of items to be completed or corrected.

    c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.

    d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

SC-11.01 Add the following new paragraph immediately after Paragraph 11.01.C:

D. Any changes to the Construction Contract via Change Order must be approved by the funding agency — Oregon Business Development Department (OBDD) prior to execution.

SC-11.06.A Add the following language to the end of Paragraph 11.06.A:

Work for which the Contractor may claim a price adjustment or extension of time shall require an executed Change Order or Work Change Directive in order to be considered authorized. Work performed by the Contractor without an executed Change Order or Work Change Directive shall constitute acceptance of the Work by the Contractor and shall constitute waiver of any claim for adjustment of the Contract Price or Contract Time as a result of said change.

SC-11.09.B.2 Amend the sentence by deleting "15" and inserting "5".

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ARTICLE 12—CLAIMS

12.01 *Claims*

SC-12.01.B Add the following language at the end of Paragraph 12.01.B:

The Claim shall be in sufficient detail to enable the other party to ascertain the basis and the amount of Claim. As a minimum, the following information must accompany any Claim submitted:

1. A detailed factual statement of the Claim providing all necessary dates, locations, items of Work, price adjustments, Contract Time adjustments, and other relevant and key information.
2. The name of each individual, official, or employee involved in or knowledgeable about the Claim.
3. The specific provisions of the Contract which support the Claim and a statement of the reasons why such provisions support the Claim.
4. If the Claim relates to a decision of the Engineer which the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the claimant shall set out in detail all facts supporting its position relating to the decision of the Engineer.
5. The identification of any documents and the substance of any oral communications that support the Claim.
6. If an adjustment of Contract Time is sought:
    a. The specific days and dates for which it is sought.
    b. The specific reasons the claimant believes a time adjustment should be granted.
7. If price adjustment is sought, the exact amount sought shall be outlined in detail.

SC-12.01.C Add the following language at the end of Paragraph 12.01.C:

The Owner may consult the Engineer on the merits of any Claim made by the Contractor.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Books for Construction Equipment (Blue Book), Volumes 1, 2, and 3, published by Penton Media, Inc., and available from EquipmentWatch (telephone: 1-800-669-3282).

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SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

SC-13.02.C Delete paragraph in its entirety and insert "Deleted”.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

4. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

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SC-15.01.B.1 Amend the first sentence by replacing "20" with "10 calendar"

SC-15.01.B.4 Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.4 Add the following 2 new Paragraphs immediately after paragraph SC-15.01.B.4:

5. The Engineer will review the summary of Work submitted by the Contractor for which the Contractor is requesting payment. The Engineer will either concur with the Contractor's summary of Work to date or inform the Contractor where the Engineer does not agree with the Contractor's request. In the latter case, the Contractor may make the necessary corrections and resubmit the summary of Work completed to the Engineer.

6. Upon agreement between the Engineer and Contractor on the quantities of Work performed to date, the Engineer will, within 5 days of agreement, prepare the Application for Payment and submit it to the Contractor for Contractor's signature.

SC-15.01.C.1 Amend first sentence by replacing "10" with "5 workdays"

SC-15.01.C.6 Add the following to Paragraph 15.01.C.6:

f. third-party claims filed or evidence indicating probably filing of such claims.

g. failure of Contractor to make payments properly or promptly to Subcontractors for material, labor, or equipment.

h. damage to Owner or others; or

i. failure of Contractor to file certified statements regarding payment of prevailing rates of wage.

SC-15.01.D.1 Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due **forty-five (45) days** after the Application for Payment is presented to and accepted by the Owner and funds have been received from the funding agency. Payments are subject to grant funding procedures.

SC-15.01 Add the following new Paragraph 15.01.F:

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A Amend paragraph by deleting the following text: "7 days after".

15.03 *Substantial Completion*

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SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03.C Delete Paragraph 15.03.C in its entirety and insert the following:

C. If Engineer considers the Work substantially complete, Engineer will prepare a punch list of items to be completed or corrected before final payment. The Engineer will then confer with the Owner to see if the Owner has any objections as to whether the Project is substantially complete or to the accuracy of the attached punch list. If, after considering any objections the Owner may have, the Engineer concludes that the Work is not substantially complete, Engineer will notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If the Owner has no objections, the Engineer will fix the date of Substantial Completion and execute and deliver to Owner and Contractor the Certificate of Substantial Completion with a punch list of items to be completed or corrected.

15.05 *Final Inspection*

SC-15.05.A Delete Paragraph 15.05.A in its entirety and insert the following:

A. Upon receipt of the "Contractor's Completion Certificate" from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.08 *Correction Period*

SC-15.08.A Delete Paragraph 15.08.A in its entirety and insert the following:

A. If within one year after the date the Project is ready for final payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas.
2. correct such defective Work.
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

SC-16.04 Delete Paragraphs 16.04.A and 16.04.B in their entirety and insert the following:

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages,

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except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration.

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings.

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

SC-19 Add Article 19 titled "State Requirements"

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ARTICLE 19—STATE REQUIREMENTS

SC-19.01 *Conditions Concerning Payment*

A. In accordance with ORS 279C.505 the Contractor shall:

1. Make payment promptly, as due, to all persons supplying labor or material for the performance of the Work provided for in the Contract in accordance with ORS 279C.570.

2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the performance of the Contract.

3. Not permit any Lien or Claim to be filed or prosecuted against the State or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.

4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

B. If the Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or Subcontractor by any person in connection with the Work as the Claim becomes due, the 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 the Contractor by reason of the Contract (reference ORS 279C.515).

C. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Owner, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived (reference ORS 279C.515).

D. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580 (reference ORS 279C.515).

E. If the Contractor or a Subcontractor fails, neglects, or refuses to submit complete and appropriate certified payroll forms with the Application for Payment, the Owner shall retain 25 percent of the amount due the Contractor until such forms are submitted (reference ORS 279C.845).

SC-19.02 *Conditions Concerning Hours of Labor (reference ORS 279C.520 and ORS 279C.540)*

A. The Contractor may not employ a person for more than 10 hours in one day, or 40 hours in one week, except in cases of necessity, emergency, or when the public policy absolutely

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requires it, and in such cases the employee shall be paid at least time and a half pay for the following:

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday.
2. For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday.
3. For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.
4. Contractor shall give notice in writing to employees, either at the time of hire or before commencement of Work on the Project or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work (reference ORS 279C.520 and 279C.540).
5. Any worker employed by the Contractor is foreclosed from collecting any overtime pay provided in ORS 279C.540, unless a Claim for overtime pay is filed with the Contractor within 90 days from completion of the Contract (reference ORS 279C.545).

SC-19.03 *Conditions Concerning Medical Care and Worker's Compensation (reference ORS 279C.530)*

A. The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

B. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

SC-19.04 *Payment of Prevailing Wage Rates on Public Works Projects*

A. The Contractor and all Subcontractors employing workers on this public works contract must pay workers not less than the applicable prevailing wage rate for each trade or occupation (reference ORS 279C.838).

B. Every Contractor and Subcontractor on a covered Project must file certified payroll records with the Owner. Contractors and Subcontractors must complete a certified payroll statement for each week a worker is employed on the public Work Project. These certified payroll statements must be filed once a month, by the fifth business day of the following month, to the Owner (reference ORS 279C.845; OAR 839-025-0010).

C. Owner Fee - The Owner will pay the required fee to the Prevailing Wage Unit of the Oregon Bureau of Labor and Industries for every contract awarded for a public works project which is regulated under the Prevailing Wage Law (reference ORS279.800 to 279.870).

SC-19.05 *Contractor's Relations with Subcontractors (Reference ORS 279C.580)*

A. The Contractor shall include in each subcontract for property or services entered into by the Contractor or first-tier Subcontractor the following:

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1. A payment clause that obligates the Contractor or first-tier Subcontractor to pay the associated Subcontractor for satisfactory performance under its subcontract within 10 days of receipt of such payment from the Owner or Contractor as applicable.
2. An interest penalty clause that obligates the Contractor, or first-tier Subcontractor, if payment is not made within 30 days after receipt of payment from the Owner, to pay the associated Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract required above and in accordance with ORS 279C.580. The interest penalty shall be as outlined above and in ORS 279C.515 (2).
3. The Contractor shall verify that the first-tier Subcontractor has filed the required payroll and certified statement(s) with the Owner or Owner's representative before the Contractor may pay the first-tier Subcontractor any amount owned, or the Contractor shall retain a portion of payment due as required by OAR 839-025-0010.
4. All Contract provisions shall substantially comply with ORS 279C.580.

SC-19.06 *Action on Payment Bonds*

A. The Contractor shall respond to Claims against applicable payment bonds in accordance with ORS 279C.600 through ORS 279C.625. Such response shall include notification of Owner that a Claim has been filed.

SC-19.07 *Public Works Bond*

A. The Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work unless exempt under ORS 279C.836 (7) or (8).

B. The Contractor shall require every Subcontractor to have a public works bond filed with the Oregon Construction Contractors Board unless exempt under ORS 279C.836 (7) or (8).

SC-19.08 *Salvage and Recycling*

A. If feasible and cost-effective, the Contractor shall salvage or recycle construction and demolition debris (reference ORS 279C.510).

SC-19.09 *Environmental and Natural Resources (reference ORS 279C.525)*

A. The agencies listed below may have enacted ordinances or regulations which deal with the prevention of environmental pollution or the preservation of natural resources. The Contractor shall comply with any ordinances or regulations enacted or adopted by these agencies.

1. Federal Agencies:

Department of Agriculture
    Forest Service
    Natural Resources Conservation Service
Department of Commerce
    National Marine Fisheries Service
Department of Defense
    Army Corps of Engineers
Environmental Protection Agency
Department of Interior

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Bureau of Sport Fisheries and Wildlife
Bureau of Outdoor Recreation
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation
Fish and Wildlife Service
Department of Labor
Occupational Safety and Health Administration
Department of Transportation
Coast Guard
Federal Highway Administration

2. State Agencies:

Department of Agriculture
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Mineral Industries
Department of Human Resources
Department of State Lands
Department of Transportation
Land Conservation and Development Commission
Occupational Safety and Health Division
Soil and Water Conservation Commission
Water Resources Department

3. Local Agencies:

City Council
County Court
County Road Department
Rural Fire Protection District
Other Special Districts

SC-20 Add Article 20 titled "Federal Requirements"

ARTICLE 20—FEDERAL REQUIREMENTS & REQUIRED FORMS

SC-20.01 Contractor shall incorporate into every subcontract (and require lower-tier subcontractors to incorporate into their subcontracts) all applicable federal requirements, including but not limited to: Housing and Urban Development (HUD) 4010 Federal Labor Standard Provisions, Section 3 (24 CFR Part 75), Davis-Bacon and Related Acts, Copeland Anti-Kickback Act, Contract Work House and Safety Standards Act, Equal Employment Opportunity, Section 503 of the Rehabilitation Act, Clean Air and Water Acts, Anti-Lobbying, debarment/suspension, nondiscrimination, recordkeeping, and any other Department of Housing and Urban Development/Oregon Housing and Community Services (HUD/OHCS) or Community Development Block Grant Disaster Recovery (CDBG-DR) requirements applicable to this project. Contractor remains fully responsible for determining which provisions apply to each subcontract, for obtaining and providing copies of all subcontracts and compliance documentation upon Owner's request, and for subcontractor compliance at every tier.

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SC-20.02 Appendices to the Supplementary Conditions:

Appendix B: Award Form

Exhibit D HUD General Provisions and Other Federal Statutes, Regulations, and Requirements

Contractor/Subrecipient Determination Form

Debarment Check by Subrecipient or Subgrantee

Contractor/Subcontractor Contract Agreement

Labor Standards Checklist (for Prime Contractor and each Sub-Contractor)

Activity Report Minority Women and Emerging Small Business

Responsible Bidder Determination Form

Notice of Construction Contract Award and Start of Construction Community Development Block Grant Disaster Recovery

Section 3 Business Concern Certification Form

State of Oregon Public Works Bond Form

Section 3 Clauses

HUD 4010

Archaeological and Human Remains Inadvertent Discovery Plan

ARTICLE 21—MITIGATION MEASURES

SC-21.01 In the event an archaeological resource is discovered during project operations, work will cease in that area and the Oregon State Historic Preservation office will be notified regarding the discovery. If human remains are found, the Oregon State Police shall also be contacted. Law/Rule: Oregon Administrative Rule (OAR) 340-208

SC-21.02 The Contractor shall employ fugitive dust control measures, such as spraying water in work areas, applying mulch to disturbed ground, and taking steps to prevent dirt from being transported to pavement, which will be implemented as necessary during and following construction. Oregon Department of Environmental Quality rules outlined in OAR 340-208 will be followed.

SC-21.03 To mitigate for noise concerns, the Contractor shall conduct construction activities only between the hours of 7:00 a.m. and 6:00 p.m.

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5.9.2 Appendix B — Award Form

DATE:			
PROJECT INFORMATION	Grant	Loan	Contract
Program Funding Name:			
Service Area(s):			
SUBRECIPIENT/CONTRACTOR INFORMATION			
Name:			
Address:			
Chief Financial Officer:			
Unique Entity Identifier (SAM.gov)			
COMMUNITY DEVELOPMENT INFORMATION			
Contact Person:			
Email Address:			
Telephone Number:			
FEDERAL FUNDS INFORMATION			
Federal Award Number:			
Federal Award Date:			
Catalogue of Federal Domestic Assistance (Number):			
Total Federal Award Amount:			
Total Federal Funds Award to Recipient:			
Award for Research and Development:	Yes	No	
Indirect Cost Rate Approved/Allowed:	Yes	No	
GRANT/LOAN AWARD PERIOD			
Grant/Loan Award Period:			
Length of Award Period:			

FEDERAL AWARD PROJECT DESCRIPTION

EXHIBIT D HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND REQUIREMENTS (Construction Contract Version – City of Chiloquin Public Works Building)

This Contract is funded in whole or in part with Community Development Block Grant – Disaster Recovery (CDBG-DR) funds administered by the Oregon Housing and Community Services Department (OHCS) under the Planning, Infrastructure, and Economic Revitalization (PIER) program. The Contractor shall comply with all applicable federal statutes, regulations, executive orders, and requirements set forth below.

Interpretation and Flow-Down

Wherever the term "Subrecipient" appeared in the original OHCS provisions, it is replaced below with "Contractor" except for pure grant-administration duties that remain solely the responsibility of the City of Chiloquin as the OHCS Subrecipient (including overall reporting to OHCS/HUD, environmental review decision-making under 24 C.F.R. Part 58, and certain HUD form submissions).

The Contractor shall incorporate the substance of this entire Exhibit D (including this flow-down requirement) into every subcontract and purchase order issued under this Contract, shall require every lower-tier subcontractor to do the same, and shall remain fully responsible for compliance by all subcontractors and lower-tier subcontractors. The Contractor shall provide the City with copies of all such subcontracts and compliance documentation upon request.

These general provisions may be updated from time to time. The Contractor is responsible for complying with any applicable changes.

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1. GENERAL COMPLIANCE

The Contractor shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under the grant agreement between OHCS and the City. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023).

The Contractor does not assume any of the City's or OHCS's responsibilities for environmental review, decision-making, and action described in 24 C.F.R. Part 58, nor any responsibility for initiating the review process under 24 C.F.R. Part 52.

The Contractor shall also comply with all other applicable Federal, state, and local laws, regulations, and policies that govern the use of the CDBG-DR funds in performing work under this Contract. This includes, without limitation, applicable Federal Registers; 2 C.F.R. Part 200; the Community Development Act of 1974; 24 C.F.R. Part 570; applicable waivers; the Fair Housing Act; 24 C.F.R. Part 35, Subpart A; 24 C.F.R. Part 58; 24 C.F.R. Part 135 (as superseded by current Part 75 requirements where applicable); the National Historic Preservation Act; and any other applicable state laws or regulations relating to nondiscrimination, labor standards, and the environment; as well as Action Plan amendments and HUD guidance.

Where waivers or alternative requirements are provided in applicable Federal Register Notices, such requirements shall apply.

The Contractor also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines governing the Funds, whether existing or later established, provided they apply to activities occurring after the date the policy or guideline was established. In the event of a conflict, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control.

The Contractor shall also comply with applicable OHCS policies and guidelines as established in the PIER Program Guidelines (and amendments) available on the ReOregon website, which are incorporated by reference.

2. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City or OHCS relating to the work under this Contract. The Contractor shall cooperate with all City and OHCS efforts to comply with HUD reporting requirements, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable to the Contractor's performance.

3. FINANCIAL & PROGRAM MANAGEMENT

The Contractor shall expend and account for all CDBG-DR funds received under this Contract in accordance with 2 C.F.R. Part 200, Subpart D, §§ 302–303, and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Contractor shall administer its work under this Contract in conformance with the Cost Principles outlined in 2 C.F.R. Part 200, Subpart E, as applicable. These principles shall apply to all costs incurred, whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Contractor shall comply with the requirements of 2 C.F.R. Part 25 (Universal Identifier and System for Award Management). The Contractor must maintain an active registration in SAM in accordance with 2 C.F.R. Part 25, Appendix A, and must have a Unique Entity Identifier (UEI). The Contractor must also comply with the provisions of the Federal Funding Accountability and Transparency Act, including requirements on executive compensation, and 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information).

The SAM.gov registration and UEI requirements of this paragraph apply to the Contractor. Lower-tier subcontractors are not required to obtain a UEI or SAM registration under 2 C.F.R. Part 25 but remain subject to debarment and suspension requirements under 2 C.F.R. Part 2424. The Contractor shall verify that no subcontract of $25,000 or more is awarded to an excluded person or entity, by SAM.gov review or by certification.

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, that encourage participation by small and minority businesses and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the Contractor shall provide the City with the information necessary for the City to file Form HUD-2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall include a similar representation and warranty in every subcontract.

8. CONFLICTS OF INTEREST

The Contractor agrees to abide by the provisions of 2 C.F.R. Part 200 (as applicable) and 24 C.F.R. § 570.611. The Contractor shall notify the City as soon as possible if this Contract or any aspect related to the anticipated work raises an actual or potential conflict of interest (as defined in 2 C.F.R. § 200.318(c), if applicable). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City can assess it. The Contractor shall provide any additional information necessary for the City to fully assess and address the conflict. The Contractor shall accept any reasonable conflict-mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor to perform the portion of work that gives rise to the conflict.

9. SUBCONTRACTING

When subcontracting, the Contractor shall solicit for and contract with subcontractors in a manner providing for fair competition. Situations considered restrictive of competition include, but are not limited to:

a. Placing unreasonable requirements on firms in order for them to qualify to do business;

b. Requiring unnecessary experience and excessive bonding;

c. Noncompetitive pricing practices between firms or between affiliated companies;

d. Noncompetitive awards to consultants that are on retainer contracts;

e. Organizational conflicts of interest;

f. Specifying only a brand-name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and

g. Any arbitrary action in the procurement process.

The Contractor represents that all work shall be performed by personnel experienced in the appropriate profession and areas of expertise, taking into account the nature of the work.

The Contractor shall include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors, and shall require each subcontractor to flow the same terms down to all lower-tier subcontractors.

10. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c).

The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations. The Contractor shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations or exemptions.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702–3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by the Contractor or its subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and subcontractors shall comply with all regulations issued pursuant to that Act and with other applicable Federal laws and regulations pertaining to labor standards.

12. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by the Contractor or its subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

The Contractor shall provide the City with all information and documentation necessary for the City to submit Form HUD-4710 (Semi-Annual Labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following: (i) Recruitment, advertising, and job application procedures; (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring; (iii) Rates of pay or any other form of compensation and changes in compensation; (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; (v) Leaves of absence, sick leave, or any other leave; (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor; (vii) Selection and financial

support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (viii) Activities sponsored by the Contractor including social or recreational programs; and (ix) Any other term, condition, or privilege of employment.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice.

e. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding $10,000)

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

d. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clause of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor shall incorporate the provisions of paragraphs a through g above in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368), and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner the following:

a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. § 7414), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

d. Agreement by the Contractor that it will include, or cause to be included, the criteria and requirements in paragraphs a through d of this section in every nonexempt subcontract and

requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Contract, the Contractor certifies, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 Contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

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

CONTRACTOR/SUBRECIPIENT DETERMINATION FORM:

Instructions:
Review the following description and characteristics per CFR 200.331 for Subrecipient and Contractor determinations. The applying entity is prohibited from receiving both a contract and a subgrant for the same grant. Make a determination of "Subrecipient" or Contractor" after reviewing the applicable information and regulations for the entity subject to review.

Background:
Subrecipients are OHCS's partners that directly implement an eligible CDBG-DR activity. Subrecipients may be non-profit organizations or Government agencies receiving CDBG-DR funds to carry out eligible activities. The primary distinction between a subrecipient and a contractor lies in the undertaking of the eligible activity. A subrecipient is carrying out the activity on behalf of OHCS, but a contractor is providing goods or services so OHCS may carry out the activity. All or only some of the following listed characteristics may be applicable to the categorization of the entity. When making this determination the substance of the relationship is more important than the form of the agreement.

Subrecipient: A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in § 200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what Federal assistance;
- Has its performance measured in relation to whether objectives of a Federal program were met;
- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contractor: A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in § 200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

_____ is classified by _____ as a

Entity's Name ☐ **Subrecipient** or ☐ **Contractor** for

Grant Agreement Number: _____

Oregon Housing and Community Services
2020 Labor Day Disasters (DR-4562) CDBG-DR

REOregon
Recover · Rebuild · Revitalize

Hover mouse over text box to display information to enter.

Disbarment Check by Subrecipient or Subgrantee

SAM.gov Website Link	SAM.gov | Home
Name of Contractor:	
Date of Verification: ***Verification must occur before contract signing***	
Date Contract Signed	
Contractor Disbarred?	☐ **Yes** ☐ **No**
Screen shot of SAM Verification included?	☐ **Yes** ☐ **No**

Please note:

- *If the contractor is confirmed as disbarred, then the entity is not permitted to contract with the entity. Contact your OHCS project manager for more information*
- *The state, county, or city may also have a disbarment listing and should be verified in addition to SAM.gov*

Disbarment verification completed by (_____), (_____), for (_____)

Oregon Housing and Community Services 2020 Labor Day Disasters (DR-4562) CDBG-DR

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CONTRACTOR / SUBCONTRACTOR CONTRACT AGREEMENT

Contract Part A
Addendum to Contract between Contractor and Subcontractor

Date:

Contractor: _____

Project Number: _____

Address: _____

Project Name: _____

1. The parties, having executed a contract for: _____ in an amount not to exceed $_____ in the construction of the above-identified project acknowledge and agree that:
   a. **The Labor Standards provision (HUD 4010)**, Section 3 Clause, and Lobbying Certification are included in the aforesaid contract;
   b. The applicable Davis-Bacon wage rates are included in aforesaid contract;
   c. The addendum to the Contract between Contractor and Subcontractor is part of the Contract;
   d. The attached Fringe Benefit Summary form describes how the required fringe benefit amounts, if any, will be paid by the subcontractor; and
   e. Correction of any infractions of the aforesaid conditions, including infractions by the subcontractor and any lower tier subcontractors, is a mutual responsibility.
2. The parties certify that:
   a. As required by 24 Code of Federal Regulations part 24, neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction; and
   b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or a lower tier covered transaction.
3. The subcontractor agrees to obtain and forward to the contractor within ten days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors copy of said contract containing fully executed items 1. (a), (b), (c) and (d) listed above.

4. The Subcontractor certifies that:
   a. The legal name is: _____

      The legal business address is: _____

      Employer I.D. _____
   b. The subcontractor is an independent contractor in compliance with Oregon Revised Statutes Chapter 701.
   c. The subcontractor is currently registered with the Oregon Construction Contractors Board in a class appropriate for the work to be performed under this subcontract.
   d. Construction Contractors Board No: _____

Contractor Signature:	**Subcontractor Signature:**
_____	_____
_____	_____
(Title / Date)	(Title / Date)

Part B
Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee

Replaces form PHA-282, which is obsolete form **HUD-5282** (8/67)
U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Project Name _____

Location _____

Date (mm/dd/yyyy) _____

Project Number _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for: _____

(specify "General Construction," "Plumbing," "Roofing," et cetera) in connection with construction of the above-mentioned

_____ Project, and that (I) (we) have appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

(Date: mm/dd/yyyy)

_____; That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Anti-Kickback Act – 40 U.S.C 3145 which he/she is to execute with (my) (our) full authority and approval until such time as (I)(we) submit to the (Name of Local Authority)

_____ a new certificate appointing some other person for the purposes hereinabove stated.

_____
(Identifying Signature of Appointee)

Attest (Not Required)

_____
(Name of Firm or Corporation)

By

_____ _____
(Signature) (Signature)

_____ _____
(Title) (Title)

_____ _____
(Date) (Date)

Note: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Anti-Kickback Act – 40 U.S.C 3145.

Part C
Fringe Benefit Summary Form

Project Name:

Project Number: _____

Recipient: _____

Contractor: _____

The contractor named above will pay employees on this project fringe benefits required by the applicable David-Bacon wage determination as follows:

☐ **1.** Required fringe benefit amounts will be paid in cash.

☐ **2.** **FUNDED PLAN(S)** (Fringe benefits will be paid into a fund, plan, or program administered by a third party "e.g., union plan, Blue Cross")

Name of plan(s)

_____

_____

I certify that the employer paid benefit contributions made for the above plan(s) are:

a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and consent is not a condition either for the obtaining of or the continuation of employment,
Or

They are provided for in a bona fide collective bargaining agreement between the contractor and representatives of the employees:

b. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or any affiliated person in the form of commission, dividend, or otherwise;

c. The employer paid benefit contributions shall serve the convenience and interest of the employee;

d. Contributions to the plans are made at least quarterly;

e. When the cash paid and per hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference will be paid in cash; and

f. Employees who are excluded from the plans for any reason will be paid in cash.

☐ **3.** **UNFUNDED PLAN(S)** (Employer paid benefit contributions for fringe benefits will be administered by the contractor "e.g. vacation plan")

Name of plan(s)

_____

_____

I understand that no Davis-Bacon credit will be given for unfunded plans until approval is obtained from the U.S. Department of Labor. I understand that to obtain approval, I must provide the representative of the CDBG recipient with the following for submission to the U.S. Department of Labor:

a. Description of the coverage that will be provided to employees including conditions for receiving the benefits; and

b. Signed authorization from those employees to accept those specific employer-paid contribution amounts.
Until approval is obtained, I will pay the employees the fringe benefit amounts in cash.

_____ _____

Contractor / Subcontractor Signature Date

Part D
Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

Part E
Certification Regarding Lobbying

The undersigned certifies to the best of their knowledge and belief that:

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

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 undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Signed (Contractor)

Title / Firm

Date

Oregon Housing and Community Services
2020 Labor Day Disasters (DR-4562) CDBG-DR

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LABOR STANDARDS CHECKLIST
Complete a form for prime contractor and for each sub-contractor

Project Name:	
CDBG-DR Number:	
Prime Contractor:	
Bid Opening Date:	
Davis-Bacon / PWR Wage Determination Number:	
Sub-Contractor Name:	
Sub-Contractor Address:	
Sub-Contractor Phone:	
CCB Number:	
Employer ID Number:	

Emerging Small Business:	☐ Yes	☐ No	
Minority Owned Business:	☐ Yes	☐ No	
Woman Owned Business:	☐ Yes	☐ No	
Section 3 Business:	☐ Yes	☐ No	
Public Works Bond:	☐ Yes	☐ No	
Contractor / Sub-Contractor Agreement:	☐ Yes	☐ No (with HUD 4010)	
Fringe Benefit Summary Form:	☐ Yes	☐ No	
Certification Regarding Lobbying:	☐ Yes	☐ No	
Evidence of Apprenticeship Registration:	☐ Yes	☐ No	N/A
Payroll Signature Authorization:	☐ Yes	☐ No	
Certified Payroll Reports:	☐ Yes	☐ No	
Work Classifications and Wage Rates:	☐ Yes	☐ No (Describe below)	

Employee Interviews: ☐ Yes ☐ No

Name and Date:	
Name and Date:	
Name and Date:	

STATE OF OREGON
2020 Labor Day Disasters (DR-4562) CDBG-DR

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Activity Report
Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of $10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than $10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms “low-income persons” and “very low-income persons” have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Activity Report
Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency								2. Location (City, State, ZIP Code)			
3a. Name of Contact Person				3b. Phone Number (Including Area Code)				6. Date Submitted			
See Explanation of Codes below								7j.			
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	Zip

7c. Type of Trade Codes 1 = New Construction 2 = Education/Training 3 = Other	**7d. Racial / Ethnic Codes:** 1 = White Americans 4 = Hispanic Americans 2 = Black Americans 5 = Asian / Pacific Americans 3 = Native Americans 6 = Hasidic Jews

Oregon Housing and Community Services
2020 Labor Day Disasters (DR-4562) CDBG-DR

Hover mouse over text box to display information to enter.

Responsible Bidder Determination Form

Name of Contractor	
Date of form submittal to Construction Contractors Board (CCB):	
Date contract awarded:	
Is a Screen shot or print out of CCB Verification included as an attachment to this form?	☐ **Yes** ☐ **No**

Beginning January 1, 2006, Oregon state law requires that all public entities awarding public improvement contracts to the lowest responsible bidder complete and submit a Responsible Bidder Determination form to the CCB within 30 days of the award. The CCB has developed a web-based entry system that includes this form and other information. The Public Contracts Responsible Bidder Determination (PCRBD) web site is at CCB Public Contracts Responsible Bidders (state.or.us).

CCB Responsible Bidder Form submitted by:

(_____), (_____) for
(_____)

Oregon Housing and Community Services
2020 Labor Day Disasters (DR-4562) CDBG-DR

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Notice of Construction Contract Award and Start of Construction
Community Development Block Grant Disaster Recovery

Recipient: _____

Grant Number: _____ Contract Amount: _____

Project Name: _____

Project Location: _____

General Contractor: _____

☐ Yes ☐ No Is this firm a sole proprietorship? If yes, name the sole proprietor

_____

☐ Yes ☐ No Is the firm a partnership? If yes, list the names of the partners

_____

☐ Yes ☐ No Is the firm a corporation? If yes, list the names of the officers of the corporation

_____

Construction Contractors Board Registration Number: _____

Bid Opening Date: _____ Award Date: _____

Applicable Wage Decision Number: _____ Date: _____

Modification: _____ Date: _____

Date of Preconstruction Conference or Meeting with Prime Contractor to Review Labor Standards Requirements: _____

Start of Construction Date: _____

Submitted By:
(Name / Title) _____

Attachment: Preconstruction Conference Notes / Minutes cc:

Labor Standards File

Section 3 Business Concern Certification Form

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Purpose

Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 business concern if they meet any of the criteria included in this form.

Instructions

Enter the following information and select the criteria that apply to certify your business's Section 3 business concern status.

Business Information

Business Name							
Business Address							
City		**State**		**ZIP**		**County**	
Business Owner Name							
Business Owner Phone		**Business Owner Email**					

Preferred Contact Information

☐ Same as above

Name of Preferred Contact	
Phone of Preferred Contact	

Type of Business

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Select *ONE* of the following three options that applies

☐ At least 51% of the business is owned and controlled by low- or very low-income persons.

☐ At least 51% of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

☐ More than 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

EQUAL HOUSING OPPORTUNITY

OREGON HOUSING and COMMUNITY SERVICES

Section 3 Business Concern Certification Form

Business Concern Affirmation

I affirm that the statements on the front side of this form are true, complete, and correct to the best of my knowledge and belief. I understand that businesses that misrepresent themselves as Section 3 business concern and report false information to

_____ may have their contracts terminated as default and be barred from

Name of Recipient/Grantee

ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the above information is correct to the best of my knowledge.

Signature

Contractor/Vendor Representative Print Name		**License #**	
Contractor/Vendor Representative Signature Select the **Fill & Sign** Tool | Sign Yourself | Draw		**Date**	

Certification expires within six months of the date of signature.
Information regarding Section 3 business concerns can be found at 24 CFR 75.5.

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? ☐ YES ☐ NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Revised: 11-21-24

EQUAL HOUSING OPPORTUNITY
OREGON HOUSING and COMMUNITY SERVICES

STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond#:_____ CCB # (if applicable):_____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars ($30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of $30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:	Principal by:
_____ (Seal)	_____
Company Name	*Name*
_____	_____
Signature	*Signature*
_____	_____
Title (e.g. Attorney-in-Fact)	*Title*
_____	_____
Address	*Address*
_____	_____
City State Zip	*City State Zip*

SEND BOND TO: **Construction Contractors Board**
PO Box 14140
Salem, OR 97305-5052
Telephone: (503) 378-4621

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Section 3

7 Section 3

This subsection outlines the requirements and procedures to be followed to ensure that the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) — colloquially "Section 3" — are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are either grantees or subrecipients of government assistance for housing or residents of the community in which the federal assistance is spent.

Section 3 is not an entitlement program. Therefore, employment and contracts are not guaranteed. Low- and very low-income persons and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

This subsection addresses the requirements outlined in 24 CFR Part 75 (the "final rule"), and subrecipients or contractors seeking any further guidance, clarification, or context regarding any topics covered in this subsection should refer to that specific regulation.

7.1 Applicability of Section 3

A **Section 3 project** is any project that involves housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total HUD-funded amount of assistance to the project exceeds a threshold of **$200,000.** The "project" is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. Applicability is determined at the **project level**.

Additional considerations for public housing financial assistance regarding Section 3 applicability are provided in 24 CFR Part 75.3. Section 3 requirements do **not** apply to materials supply contracts (24 CFR Part 75.3(b)) or Indian and Tribal preferences (24 CFR Part 75.3(c)).

7.2 Other Requirements of Section 3

To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, subrecipients must ensure that within the metropolitan area or nonmetropolitan county in which the project is located, employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers. Additionally, they must ensure that contracts for work awarded in connection with

Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers.

Once their respective plan has been fully developed, subrecipients should formally adopt the resulting Section 3 plan and maintain a signed copy within the project files.

7.2.1 Employment and Training

Where feasible, priority for opportunities and training should be given in the following order:

1. Section 3 workers residing within the service area or neighborhood of the project and employed by a Section 3 business concern
2. Participants in U.S. Department of Labor YouthBuild programs

7.2.2 Contracting Requirements

Where feasible, priority for contracting opportunities should be given in the following order:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or neighborhood of the project
2. YouthBuild programs

7.2.3 Labor Hours and Worker Categorizations

One of the principal features rolled out as part of the Section 3 final rule was that tracking and reporting would focus on labor hours rather than new hires. This change was designed to prioritize local employment and promote employee retention. As a result, subrecipients and contractors are expected to track and report the total number of **labor hours worked** by Section 3 workers, Targeted Section 3 workers, and all workers overall.

A **Section 3 worker** is an individual who currently (or at time of hire in the past 5 years) fits at least *one* of the following criteria: low- or very low-income as established by HUD's income limits, employed by a Section 3 business concern, or a YouthBuild participant.

A **Targeted Section 3 worker** is a Section 3 worker who meets any of the three criteria above, and additionally meets one of the two following criteria:

- Is employed by a Section 3 business concern
- Currently (or at the time of hire in the past 5 years) fits at least one of the following categories:

- Living within the service area or the neighborhood of the project
- A YouthBuild participant

To this end, the workers for a Section 3 project can be categorized or grouped in the following diagram:



7.2.4 Section 3 Measurement Ratios and Benchmarks

Contractors and subrecipients must attempt to reach the Section 3 benchmarks and targets as established by 24 CFR Part 75.23 (b)(3) and Federal Register Notice 2020-19183:

- Section 3 workers comprise 25% or more of the total number of labor hours worked by all workers on a Section 3 project:

$$\frac{\text{Section 3 labor hours}}{\text{Total labor hours}} = 25\% \quad \textbf{AND} \quad \frac{\text{Targeted Section 3 labor hours}}{\text{Total labor hours}} = 5\%$$

- Targeted Section 3 workers comprise 5% or more of the total number of labor hours worked by all workers on a Section 3 project, as defined at 24 CFR Part 75.21(a):

  Without evidence to the contrary, subrecipients and contractors of covered funding will be considered compliant with Section 3 safe harbor (24 CFR Part 75.23) if the reported ratios meet the established benchmarks. Subrecipients that fail to meet the minimum numerical goals outlined above must report on the specific qualitative efforts to achieve them.

7.3 Section 3 Reporting

7.3.1 Section 3 Measurement Ratios and Benchmarks

Per 24 CFR Part 75.25(a), for Section 3 projects, the following metrics must be reported:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 workers
- The total number of labor hours worked by Targeted Section 3 workers

Eligibility of Labor Hours Reported: Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for 5 years from when their status as a Section 3 worker or Targeted Section 3 worker is established, per 24 CFR Part 75.25 (a)(2).

Inclusion of Hours Reported: The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors, and subcontractors. The subrecipient or contractor may also elect to include any hours for professional services in the report (see below), per 24 CFR Part 75.25(a)(3).

Basis of Hours Reported: Subrecipients may report their own labor hours related to the Section 3 project based on a good faith assessment of the labor hours of a full-time or part-time employee that meets Section 3 worker qualifications based on the employer's existing salary or time- and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting, per 24 CFR Part 75.25(a)(5).

Frequency of Reporting: Reports will be submitted to OHCS as part of project reporting. OHCS must provide these metrics to HUD through the Disaster Recovery Grants Reporting system when reporting on activity progress, at minimum annually or at the time of project completion, per 24 CFR Part 75.25(c).

Professional Services: Professional services contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours.

However, subrecipients, contractors, and subcontractors may report labor hours from Section 3 workers and Targeted Section 3 workers[1] from professional services without

[1] Both Section 3 workers and Targeted Section 3 workers are used in the numerators of the benchmarking ratios shown in Section 7.2.4 of this chapter.

including professional services in the total labor hours[2] worked. This reporting structure is to give the subrecipient or contractor a bonus if they are able to report Section 3 hires in the professional services context.

It should also be noted that if a contract covers both professional services and other work and the subrecipient/contractor/subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported, per 24 CFR Part 75.25(a)(4).

7.3.2 Additional Reporting Requirements/Qualitative Effort

If the subrecipient's reporting indicates that that the Section 3 benchmarks are not met, the subrecipient must report on the qualitative nature of its activities and those that its contractors and subcontractors pursued. Examples of such qualitative efforts include the following:

- **Applicant Outreach:** Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers
- **Training and Apprenticeship:** Providing training or apprenticeship opportunities
- **Employment Assistance:** Providing technical assistance to help Section 3 workers compete for jobs or connecting Section 3 workers with assistance in seeking employment. This includes drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- **Job Fairs:** Holding one or more job fair or sponsoring a job informational meeting in the service area/neighborhood of the project
- **Work Readiness and Retention:** Providing or referring Section 3 workers to services supporting work readiness and retention, such as work readiness activities, interview clothing, test fees, transportation, and childcare
- **Educational Assistance:** Providing assistance to apply for or attend community college, a 4-year educational institution, or vocational/technical training
- **Financial Literacy:** Assisting Section 3 workers to obtain financial literacy training and/or coaching
- **Business Concern Outreach:** Engaging in outreach efforts to identify and secure bids from Section 3 business concerns
- **Competition Assistance:** Providing technical assistance to help Section 3 business concerns understand and bid on contracts

[2] Professional services are excluded from the total labor hours worked in the denominator of the benchmarking ratios listed in Section 7.2.4 of this chapter.

- **Contract Sizing:** Sizing, splitting, or dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns, particularly where economies of scale or efficiency of delivery are not factors, per 2 CFR Part 200.321(b)(3)
- **Bidder Viability Support:** Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- **Business Registries:** Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses
- **One-Stop Outreach:** Providing outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act of 2013

The above listing is not intended to be all inclusive. Subrecipients are encouraged to develop and tailor their specific qualitative efforts with the end goal of Section 3 benchmark achievement in mind. Clear, affirmative steps to achieve the established numerical goals must be taken and documented to adequately corroborate all efforts and attempts. Documented justifications should describe the efforts that were taken, such as barriers, roadblocks, or impediments encountered, and other relevant information that will enable OHCS to make the most accurate, informed compliance determination.

7.4 Section 3 Records

7.4.1 Recordkeeping Supporting Section 3 Worker Categorizations and Certifications

7.4.1.1 Workers

Subrecipients must maintain documentation or ensure that a contractor or subcontractor that employs any Section 3 worker maintains documentation to show that workers meet the definition of a Section 3 worker, or a Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

- **Section 3 Worker:** For a worker to qualify as a Section 3 worker, **one** of the following must be maintained:
    - **Self-Certification of Income:** A worker's self-certification that their income is below the income limit from the prior calendar year
    - **Self-Certification of Program Participation:** A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing

    - **Program Management Certification of Program Participation:** Certification from a public housing agency, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs
    - **Employer Certification of Income:** An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis
    - **Employer Certification of Section 3 Business Concern Employment:** An employer's certification that the worker is employed by a Section 3 business concern

- **Targeted Section 3 Worker:** For a worker to qualify as a Targeted Section 3 worker, **one** of the following must be maintained:
    - **Employer Confirmation of Worker Residence:** An employer's confirmation that a worker's residence is within 1 mile of the work site or, if fewer than 5,000 people live within 1 mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census
    - **Employer Certification of Section 3 Business Concern Employment:** An employer's certification that the worker is employed by a Section 3 business concern
    - **Self-Certification of YouthBuild Participation:** A worker's self-certification that the worker is a YouthBuild participant

Subrecipients and contractors may report on Section 3 workers and Targeted Section 3 workers for 5 years from when their certification as a Section 3 worker or Targeted Section 3 worker is established. The 5-year period for a worker cannot begin before Nov. 30, 2020. Therefore, Section 3 workers hired prior to Nov. 30, 2020, may be certified for a 5-year period beginning Nov. 30, 2020.

OHCS, subrecipients, contractors, and subcontractors have the express right to request any necessary evidence that would help substantiate an individual's claim to Section 3 status or certification. Examples of evidence to satisfy the above documentation requirements include evidence of receipt of federal housing assistance; evidence of receipt of other federal subsidies or participation in federal assistance programs; federal tax returns; or proof of residence in a neighborhood, ZIP code, census tract, or other area that has officially been identified by HUD.

7.4.1.2 Business Concerns

A **Section 3 business concern** is defined as a business concern that meets at least **one** of the following criteria, documented within the last 6-month period:

- It is at least 51% owned and controlled by low- or very low-income persons.
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers.
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-Assisted housing. Subrecipients, contractors, and subcontractors have the express right to request any necessary evidence that would help substantiate a business concern's claim to Section 3 status or certification.

Examples of evidence to satisfy the above documentation requirements may include federal tax returns for workers, owners, or businesses; payroll data; employee statements of self-certification; articles of business organization; ownership or incorporation; partnership or operating agreements; or evidence that owners or employees received housing or other federal subsidies.

Section 3 standards are both race and gender-neutral. A women's business enterprise (WBE) and/or minority business enterprise (MBE) must provide evidence that it meets at least one criterion of a Section 3 business concern as outlined above to receive preference under Section 3. More information regarding WBE or MBE programs can be found through HUD's Office of Small and Disadvantaged Business Utilization: hud.gov/program_offices/sdb.

The documentation outlined in this subsection must be maintained for the time required for records retention in accordance with applicable program regulations and 2 CFR Part 200. For further guidance regarding Section 3 recordkeeping — including additional considerations specific to public housing agencies — see 24 CFR Part 75.31.

7.5 Section 3 Contracting Requirements

7.5.1 Contract Provisions

Per 24 CFR Part 75.27, OHCS must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project. Additionally, CDBG-DR subrecipients with projects where Section 3 applies must also require contractors and subcontractors to meet the overall requirements regardless of whether Section 3 language is included in the subrecipient agreements, program regulatory agreements, or contracts.

7.5.2 Contract and Subcontracting Strategies

The following examples are provided to help subrecipients ensure that the contracting objectives of Section 3 are met and the established Section 3 benchmarks are achieved. These methods and strategies can be undertaken to assist in reaching Section 3 workers and Section 3 business concerns for contracting opportunities and when utilized effectively, can supplement some of the qualitative efforts outlined in the Additional Quality Efforts section above. This list should not be considered all inclusive. For additional information regarding contracting, see Chapter 5 Procurement.

- **Small Purchase Procurement:** The use of small purchase procedures such as soliciting quotations from a minimum of three qualified sources (contract may not exceed the simplified acquisition threshold). At the time of solicitation, inform the parties of the Section 3 covered contract to be awarded. Include enough detail, the deadline for quotes, and the information required. A valid attempt to obtain at least three quotes from qualified sources must be made and documented.
- **Section 3 Compliance History:** In determining the responsibility of potential contractors, consider their past records of Section 3 compliance and their current plans for the pending contract.
- **Contractors Associations and Community Organizations:** Utilize minority contractor associations and community organizations to assist in identifying Section 3 businesses as potential bidders.
- **Housing Development Publicity:** Advertise contracting opportunities by posting notices concerning the work to be contracted in shared areas of housing developments.
- **Formalized Notices:** Provide written notice to all known Section 3 business concerns of the contracting opportunities.
- **Maintain Contact:** Follow up with Section 3 business concerns that have expressed interest in the contracting opportunities by personal contact to provide additional information.
- **Pre-Bid Meetings:** Coordinate pre-bid meetings to inform Section 3 business concerns of the upcoming contracting opportunities.
- **Section 3 Workshops:** Provide workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities.
- **Assisting With Barriers to Entry:** Advise Section 3 business concerns where to find assistance with limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

- **Bidding Facilitation:** Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- **Contract Sizing:** Break out contract work items into economically feasible units to facilitate the participation of Section 3 business concerns.
- **YouthBuild Programs:** Contact agencies administering HUD YouthBuild programs and notify them of the contracting opportunities.
- **Advertisement/Publication:** Advertise contracting opportunities through trade association papers and local media such as television, newspapers, radio, and websites.
- **Business Concern Listing:** Develop and maintain a list of eligible Section 3 business concerns.
- **Advance Goal Setting:** Establish concrete numerical goals (dollar amounts and number of awards) for contracts to Section 3 business concerns.

Appendix B: Labor Standards Contract Provisions (Form HUD-4010)

All contracts and subcontracts subject to Davis Bacon and Related Acts (DBRA) requirements shall contain the following provisions, taken from Federal Labor Standards Provisions, Form HUD-4010. Additionally, be included as a required document in all Issue to Bid (ITB) packages related to construction and/or procurement documents related to HUD funded construction projects, including CDBG-DR and CDBG-MIT, in excess of $2,000.

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HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.govrefer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs

reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**
   i. **Apprentices**
      A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
      B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
      C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
      D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
   ii. **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts**. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
    - **i.** By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
    - **ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
    - **iii.** The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    - **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
    - **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
    - **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
    - **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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

5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   - **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
   - **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
   - **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
   - **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ARCHAEOLOGICAL AND HUMAN REMAINS INADVERTENT DISCOVERY PLAN (IDP)

City of Chiloquin Public Works Building and Fire & Rescue Station 2
Frances Brindle, Oregon Housing and Community Services, 3/2/2026

This document outlines procedures and protocols to be followed if archaeological objects or features, or human remains are encountered in the course of work. These procedures are intended for circumstances where there is not an expectation or anticipation of encountering cultural resources or human remains. **This is not a replacement for due diligence, robust project design, and consultation with appropriate Native American Tribes**.[1] Prior to undertaking project work, an assessment of the likelihood for disturbance to cultural resources and tribal heritage should be completed. All personnel will be briefed on all procedures and reporting structures before the start of any work.

CONTENTS OF THIS DOCUMENT

A. Procedures for archaeological features and materials
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C. Roles and responsibilities
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F. Procedure flow chart
G. Visual reference guide for archaeology and tribal heritage items

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A. *PROCEDURES FOR INADVERTENT DISCOVERY OF ARCHAEOLOGICAL FEATURES AND MATERIALS (DOES **NOT** INCLUDE HUMAN REMAINS, BURIALS, FUNERARY OBJECTS, OBJECTS OF CULTURAL PATRIMONY, OR SPIRITUAL OBJECTS)*

It is expected that ALL artifacts, features, structural elements, and other cultural items that are identified will be reported to required project, agency, and Tribal contacts, and accounted for as soon as possible. It is understood that there will be a single project point of contact to coordinate with the project archaeologist, SHPO, LCIS, and appropriate Native American Tribes.

Step 1. Stop work (immediately after discovery)

[1] Appropriate Native American Tribes will be identified by LCIS

If any person believes that they have located an archaeological object[2] or site[3], all work must stop immediately.

Discovery made in field _____(date/time) _____ (initials of discoverer)

Step 2. Secure and protect the area (within first hour after discovery)

Establish a **minimum** 30 meter/100-foot area of protection, or more as necessary, around the find(s). Exclude all vehicle traffic and non-essential foot traffic. Non-ground-disturbing work may continue outside of the area of protection with caution until the situation is assessed by a qualified archaeologist.[4]

Buffer established _____ (time) _____ (initials of person responsible)

Step 3. Notify (within first hour after discovery)

Notify the project manager, agency official (if applicable), and project archaeologist. If there is not an archaeologist on-site, or on retainer for the project, the project manager will contact an Oregon Qualified Archaeologist (which include agency and Tribal archaeologists) to assess the find.

Project Manager contacted _____ (time) _____ (initials of contactor)
Agency Official contacted _____ (time) _____ (initials of contactor)
Project Archaeologist contacted _____ (time) _____ (initials of contactor)

Step 4. Identify and Follow Guidance (timeline variable, as soon as possible)

If the archaeologist determines the find is an archaeological feature or object, or other cultural item or feature, OR if no qualified archaeologist can be contacted within the first hour of discovery, the **State Historic Preservation Office (SHPO) and appropriate Native American Tribes must be contacted,** and their guidance must be followed. SHPO, Native American Tribes, and project and agency personnel will determine in consultation how or if work may continue at the site. If the discovery is determined to *not* be archaeological or a cultural item, you may continue work. This determination should be confirmed in writing to the project manager and agency official.

SHPO contacted _____ (time) _____ (initials of contactor)

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[2] "Archaeological object" means an object that is at least 75 years old (or 50 years if there is a federal nexus), is part of the physical record of an indigenous or other culture found in the state or waters of the state, and is material remains of past human life or activity that are of archaeological significance including, but not limited to, monuments, symbols, tools, facilities, technological by-products and dietary by-products (ORS 358.905).

[3] "Archaeological site" means a geographic locality in Oregon that contains archaeological objects and the contextual associations of the archaeological objects with each other or biotic or geological remains or deposits (ORS 358.905).

[4] Ground-disturbing work on different landforms distant from the find and outside of the buffer may continue.

Appropriate Native American Tribes[5] _____ (time) _____ (initials of contactor)

B. *PROCEDURES FOR INADVERTENT DISCOVERY OF HUMAN REMAINS*

(INCLUDES HUMAN REMAINS, BURIALS, FUNERARY OBJECTS, OBJECTS OF CULTURAL PATRIMONY, AND SPIRITUAL OBJECTS)

It is expected that ALL potential human remains, burials, funerary objects, or objects of cultural patrimony that are identified will be reported and accounted for within 3 hours of discovery.[6] It is understood that there will be a single project point of contact to coordinate with the project archaeologist, SHPO, LCIS, OSP and appropriate Native American Tribes.

Step 1: Stop work (immediately after discovery)

If any person believes that they have located human remains[7], ALL work will stop immediately. Any human remains, regardless of antiquity or ethnic origin, will always be treated with dignity and respect.

Step 2. Secure and protect the area (as soon as possible, within c. 10 min)

Secure and protect the area of inadvertent discovery with a **minimum** of 100 meter/300 foot buffer, or more as necessary. The location and other information about the find should be treated as confidential and shared on a **need to know basis only**. Prevent all vehicle traffic and unauthorized foot traffic from entry. Block remains from view and protect them from damage or exposure without touching or disturbing the remains, and leave them in place.

Do not take photographs unless approved by the appropriate Native American Tribes and Oregon Legislative Commission on Indian Services (LCIS), and only for the purpose of identification. **Do not speak to the media or public** or post any information about the find on social media. Non-ground-disturbing work may continue outside of the buffer with caution.[8]

Buffer established _____ (time) _____ (initials of person responsible)

Step 3. Notify (within first hour after discovery) – see contact list below (section D)

1. Project Manager _____ (time) _____ (initials)
2. Agency Official _____ (time) _____ (initials)
3. Oregon State Police[9] **DO NOT CALL 911**[10] _____ (time) _____ (initials)

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[5] ALL Tribes designated by LCIS must be notified. Contacting one or some of the Tribes does not fulfill the obligation to notify.

[6] Modifications to reporting timelines can be made in consultation with SHPO and Tribes.

[7] Bone may be fragmented, weathered, or otherwise modified to make it difficult to identify, so when in doubt, stop work and call it in.

[8] Ground-disturbing work on different landforms distant from the find and outside of the buffer may continue.

[9] OSP will be responsible for contacting the county or state medical examiner's office as appropriate.

[10] Unless remains are clearly modern.

4. State Historic Preservation Office (SHPO) _____ (time) _____ (initials)
5. Commission on Indian Services (LCIS) _____ (time) _____ (initials)
6. Appropriate Native American Tribes[11] _____ (time) _____ (initials)

Name of Tribe(s) Contacted and Individual(s) contacted:

_____
_____
_____
_____

Step 4. Follow guidance (timeline variable, may be up to several days or more)

If the site is determined not to be a crime scene by the Oregon State Police, **do not move anything!** The remains will continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view. Follow all guidance provided by OSP, LCIS, SHPO, and appropriate Native American Tribes.

Continue to maintain the work stoppage within the buffer until a plan is developed and carried out between the Oregon State Police, SHPO, LCIS, and appropriate Native American Tribes and you are directed in writing by the project manager that work may proceed.

C. *ROLES AND RESPONSIBILITIES*

Person Responsible	**Responsibility**
City of Chiloquin or Chiloquin Agency Lake Fire Protection District employee or Subcontractor will…	Notify the City of Chiloquin Program Contacts if discovery is at the Public Works Facility, Cathy Stuhr : 503-702-4974 and Fred Jackson: 541-591-6287, or Chiloquin Agency Lake Fire Protection District Program Contact if discovery is at the Fire & Rescue Station 2, Steven Stacey: 541-891-2203
Cathy Stuhr: 503-702-4974 or Steven Stacey: 541-891-2203 will…	Notify the OHCS Project Manager, Frannie Brindle: 206-684-0219
Frannie Brindle: 206-684-0219 will…	Notify the Contracted ICF Archaeologist, Andy Larsen: 970-903-3390
Andy Larsen: 970-903-3390 will…	Notify the State Agencies (OSP, LCIS, SHPO)

[11] ALL Tribes designated by LCIS must be notified. Contacting one or some of the Tribes does not fulfill the obligation to notify.

State Agencies (OSP, LCIS, SHPO)	Notify the Native American Tribes identified by LCIS
Fred Jackson: 541-591-6287 or Steven Stacey: 541-891-2203 will…	Enforce the work stoppage and buffer

D. *CONTACT INFORMATION*[12]

Agency	**Position/Contact**	**Contact Information**
Program Manager	Cathy Stuhr, City of Chiloquin	503-702-4974
City Project Manager	Fred Jackson, City of Chiloquin	541-591-6287
Chiloquin Agency Lake Fire Protection District	Steven Stacey, Fire Chief, Chiloquin Fire & Rescue	541-891-2203
Agency Official	Frannie Brindle, OHCS Environmental Compliance Lead	206-684-0219
Contracted Archaeologist	Andy Larsen, ICF Consultant Archaeologist	970-903-3390
Legislative Commission on Indian Services (LCIS)	Primary Contact: Dr. Elissa Bullion, State Physical Anthropologist	971-707-1372
	Secondary Contact: LCIS Office	503-986-1067
Oregon State Police (OSP)	Primary Contact: Sgt. Ryan Tague	541-576-4393
	Secondary Contact: Dispatch, northern command[13]	800-442-0776
	Secondary Contact: Dispatch, southern command[14]	800-442-2068
	Primary Contact: John Pouley, State Archaeologist	503-480-9164

[12] Contact information should be regularly updated for all individuals. Up to date contacts for LCIS, OSP, SHPO, and Native American Tribes can be found on the LCIS cultural resources page: Commission on Indian Services archaeology (oregonlegislature.gov)

[13] Northern command: Benton, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Hood River, Jefferson, Klamath, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Wheeler, Yamhill

[14] Southern command: Baker, Coos, Curry, Douglas, Grant, Harney, Jackson, Josephine, parts of Klamath, Lake, Malheur, Morrow, Umatilla, Union, and Wallowa

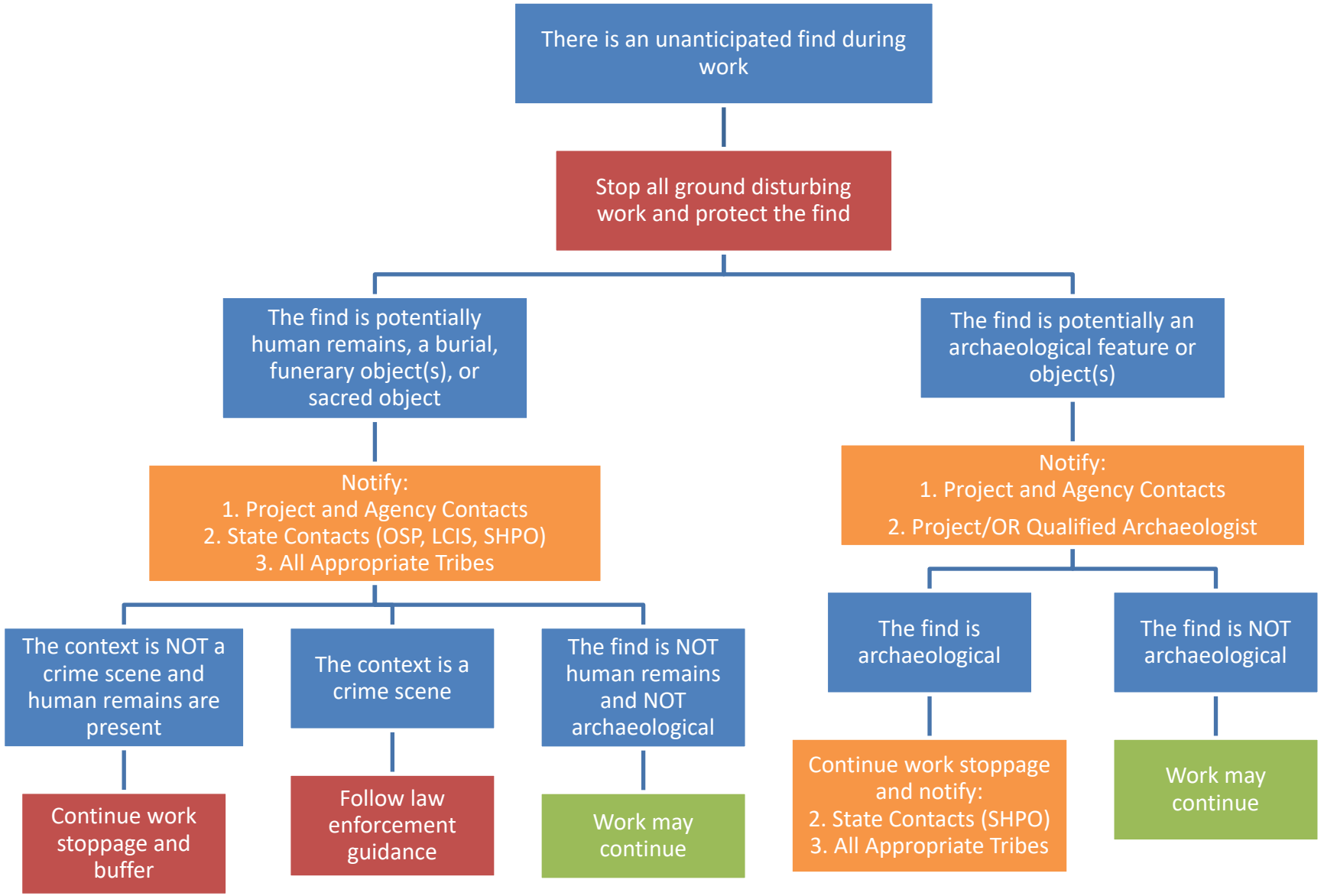
State Historic Preservation Office (SHPO)	Secondary Contact: Jamie French, Asst. State Archaeologist	503-979-7580
Native American Tribes	Klamath Tribes	541-783-2219 EXT 409
	Cow Creek Band of Umpqua Tribe of Indians	541-677-5236
	Burns Paiute Tribe	541-573-8007
	Confederated Tribes of the Warm Springs	541-553-2001

E. CONFIDENTIALITY

The City of Chiloquin, Chiloquin Agency Lake Fire Protection District, OHCS, and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the City of Chiloquin or Chiloquin Agency Lake Fire Protection District. Photos shall not be taken except for when authorized by LCIS, SHPO, and Native American Tribes for identification purposes, and no photos will be circulated publicly or on social media. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.345(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

F. *PROCEDURE FLOW CHART*



G. Visual Reference Guide for Archaeology in Oregon (Modify based on region/context)

Lithics and stone tools



Figure 1. Stone flakes



Figure 2. Stone projectile points



Figure 3. Ground stone tools: (left) pestle, (right) net weights,

Basketry/Cordage

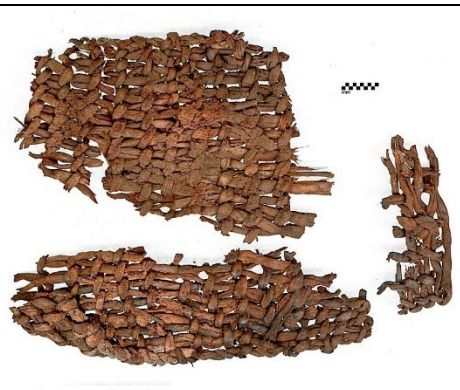


Figure 4. Open diagonal twine basket fragments from Fort Rock Cave (UOMNCH).



Figure 5. Three-strand braid, sagebrush bark from Paisley Caves (UOMNCH).

Shell Middens



Figure 6. Cross section of shell midden.



Figure 7. Dentalium shell beads (UOMNCH).

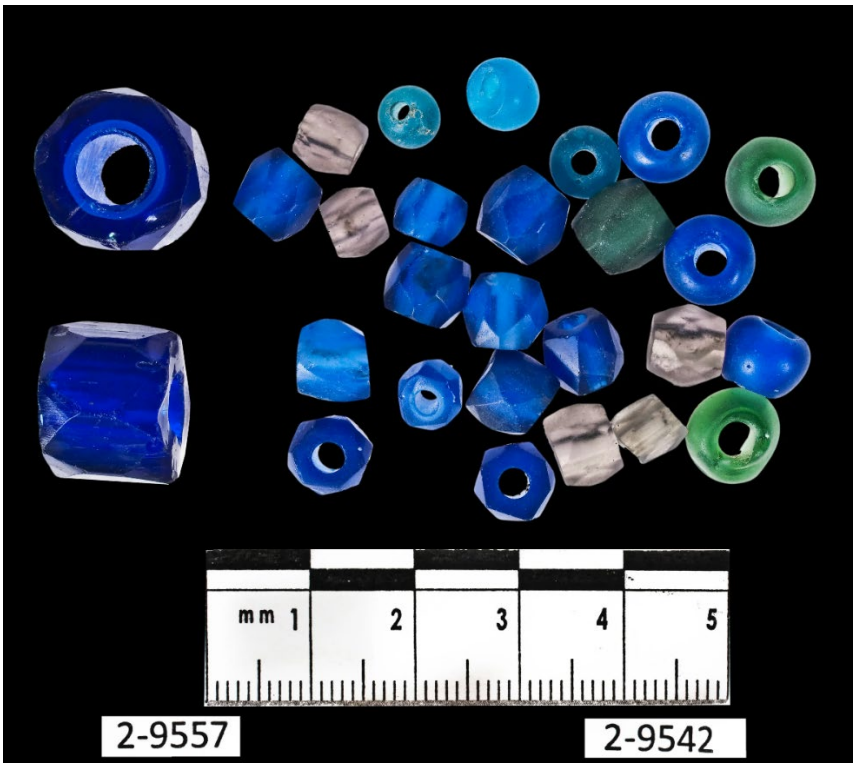


Figure 8. Glass trade beads, Upper Columbia River (UOMNCH).



Figure 9. Wooden fish weir



Figure 10. Fishing weir.



Figure 11. Close up of fishing weir.



Figure 12. Example of peeled pine.



Figure 13. Arborglyph on aspen tree



Figure 14. Historical glass



Figure 15. Historical metal artifacts

WAGE REQUIREMENTS

The work under this Contract is funded by in part by federal funds; therefore, the Contractor must comply with both the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-025) and the labor standard provisions and wage requirements of the Davis-Bacon Act.

The Contractor and all subcontractors must pay each worker not less than the applicable state prevailing wage rate or the applicable federal Davis-Bacon wage rate, whichever is higher.

The current state prevailing wage rates applicable to this Contract are listed in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon Subject to BOTH the State PWR and the Federal Davis-Bacon Act," as published by the Oregon Bureau of Labor and Industries (BOLI), the edition effective on the date of the first Advertisement for Bids of this Contract, including any amendments and/or and special wage determinations. BOLI publishes prevailing wage rates on January 1 and July 1 of each year. The state prevailing wage rates applicable to this Contract are those published on January 1, 2026. A copy of the state prevailing wage rates can be obtained from BOLI at the website: https://www.oregon.gov/boli/ and are hereby adopted as part of this Contract.

The federal Davis-Bacon wage determination schedules applicable to this Contract shall be the wage determination published 10 days prior to bid opening. Davis-Bacon wage determinations can be obtained at the Davis-Bacon website:

https://sam.gov/

After accessing the website, choose "Browse All Determinations by State," then follow the links to the wage determination "Oregon - Klamath County- Building". Do not use the Davis-Bacon wage determination included in the above referenced BOLI publication. Be sure to access the Davis-Bacon website for the applicable Davis-Bacon wage determination.

Also, at the BOLI website, the Contractor can obtain the current BOLI publication pages "Prevailing Wage Rate - Occupations by Counties" that lists each worker classification and whether the state prevailing wage rate or the Davis-Bacon labor rate is higher or the same.

The Owner does not guarantee that labor can be procured for the minimum wage rates listed in the appended state and/or federal wage rate publications.

Please note that the State of Oregon overtime regulations govern this Contract and are more restrictive than the federal law requirements.

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 or (971) 245-3844.



Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

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

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

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

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

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

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Public Works Bonds **2**

Finding the Correct Prevailing Wage Rate **3**

Prevailing Wage Rates by Occupations **4**

List of Ineligible Contractors **31**

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

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

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

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

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

WORK SCHEDULE

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

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

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

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

PUBLIC WORKS BONDS

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

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

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

Exemptions:

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

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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

To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx.

2. *Find the correct occupation in the "Prevailing Wage Rate for Public Works Contracts" below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

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

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at https://www.oregon.gov/boli/employers/Documents/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 or (971) 245-3844.

July 5, 2026

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.

ASBESTOS WORKER/INSULATOR 5
BOILERMAKER 5
BRICKLAYER/STONEMASON 5
CARPENTER 5
CEMENT MASON 7
DIVER & DIVER TENDER 7
DREDGER 8
DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER 8
ELECTRICIAN 9
ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC 14
FENCE CONSTRUCTOR (NON-METAL) 14
FENCE ERECTOR (METAL) 14
GLAZIER 15
HAZARDOUS MATERIALS HANDLER 15
HIGHWAY/PARKING STRIPER 15
IRONWORKER 15
LABORER 16
LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5) 16
LIMITED ENERGY ELECTRICIAN 17
LINE CONSTRUCTOR 19
MARBLE SETTER 19
PAINTER & DRYWALL TAPER 19
PLASTERER AND STUCCO MASON 20
PLUMBER/PIPEFITTER/STEAMFITTER 21
POWER EQUIPMENT OPERATOR 22
ROOFER 24
SHEET METAL WORKER 25
SOFT FLOOR LAYER 27
SPRINKLER FITTER 27
TENDER TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier) 28
TENDER TO PLASTERER AND STUCCO MASON 28
TESTING AND BALANCING (TAB) TECHNICIAN 28
TILE SETTER/TERRAZZO WORKER: Hard Tile Setter 29
TILE, TERRAZZO, AND MARBLE FINISHER 29
TRUCK DRIVER 29

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.

CARPENTER

Zone 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: **1.25** per hour
Zone C: **1.70** per hour
Zone D: **2.00** per hour
Zone E: **3.00** per hour
Zone F: **5.00** per hour
Zone G: **10.00** per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed 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: **3.00** per hour
Zone B: **5.00** per hour
Zone C: **10.00** per hour

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

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvalis	Medford	Portland	The Dalles	

DIVER & DIVER TENDER

Zone 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:	**2.00** per foot over 50 feet
101 – 150 ft:	**3.00** per foot over 100 feet
151 – 220 ft:	**4.00** per foot over 150 feet
Over 220 ft:	**5.00** per foot over 220 feet

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

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.

DREDGER

Zone 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 milage 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 INSTALLER

Base 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:

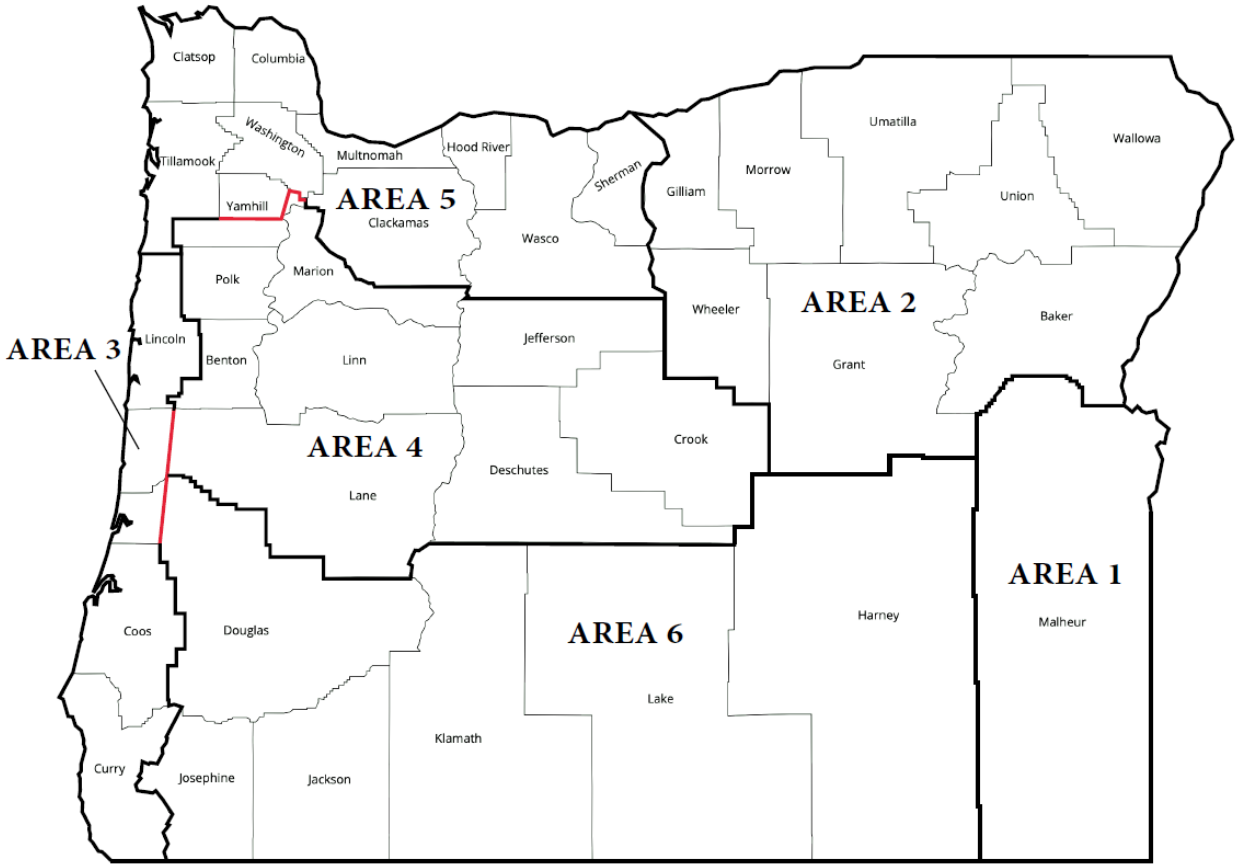
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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.

Area 1

Base Rates

Electrician	45.33	20.41
Wireman Welder/Cable Splicer	49.86	20.66

Reference County

Malheur

Shift Differential*

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

2nd Shift "Swing"..... Between the hours of 4:30pm and 1:00am..... 8 hours pay for 8 hours' work plus 10% for all hours worked.

3rd 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*

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

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

3rd Shift "Graveyard".....Between the hours of 12:30am and 9:00am..... 8 hours pay for 8 hours work plus 31% for all hours worked.

***** 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*

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

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

3rd Shift "Graveyard"..... Between the hours of 12:30am and 9:00am..... 8 hours pay for 8 hours work plus 31.4% 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*

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

2nd 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.

3rd 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: **1.50** per hour
Zone 2: **3.50** per hour
Zone 3: **5.50** per hour
Zone 4: **9.00** 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 6

Base 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*

1st Shift “Day”.....Between the hours of 8:00am and 4:30pm..... 8 hours pay for 8 hours work.

2nd Shift “Swing”..... Between the hours of 4:30pm and 1:00am..... 8 hours pay for 8 hours’ work plus 7.5% for all hours worked.

3rd 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

LABORER

Zone 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: **0.85** per hour
Zone C: **1.25** per hour
Zone D: **2.00** per hour
Zone E: **4.00** per hour
Zone F: **5.00** per hour

Zone A: Projects located within 30 miles 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

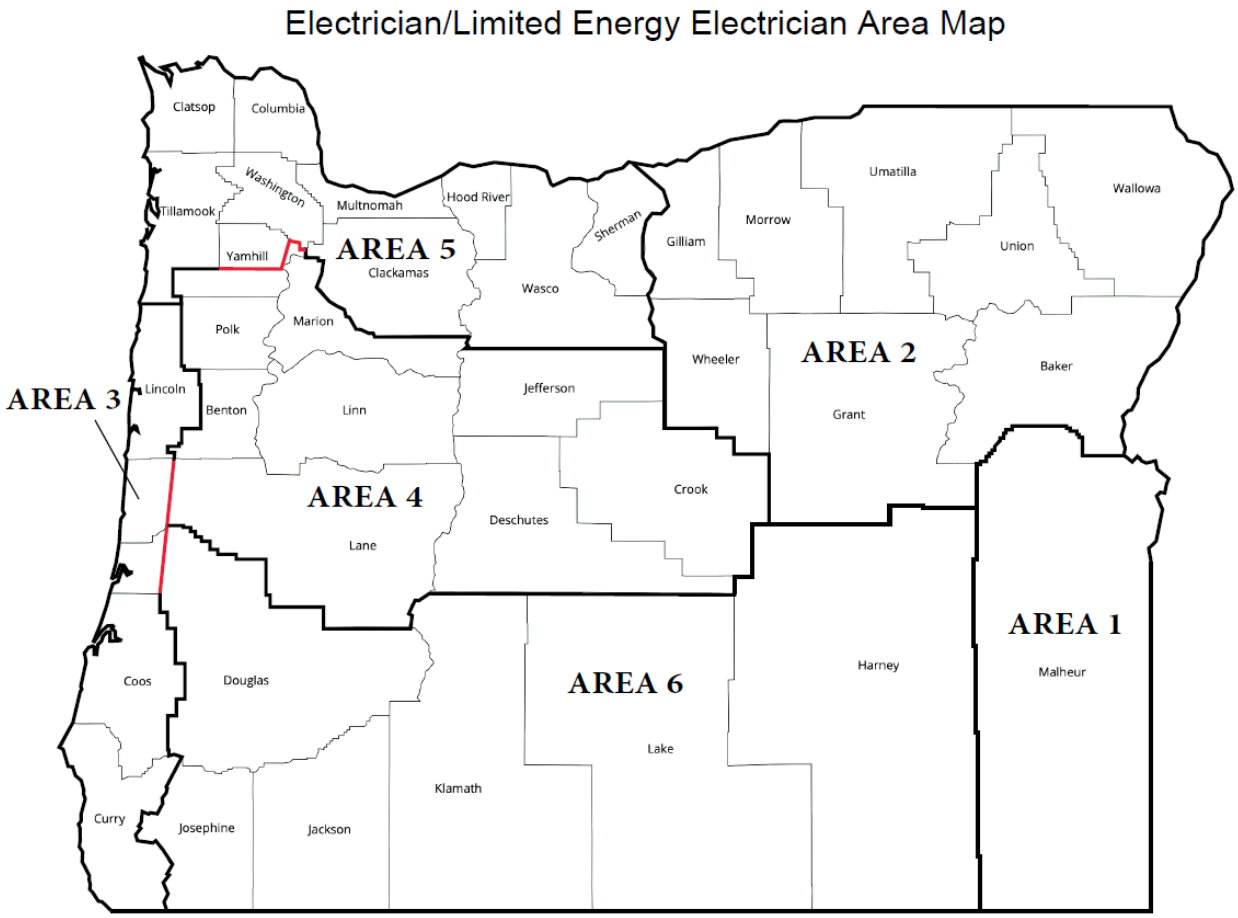
Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to 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



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

Area 1

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

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

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

3rd 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 TAPER

Base 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 milage.

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 ------ ------

Reference Counties

Harney – **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 Rate

Zone 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 milage 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



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 ------ ------

Reference Counties

Baker – **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 Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

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

Swing Shift Operations:

- When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus $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 FINISHER

Base 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 DRIVER

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

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

*** Not to be removed from debarment.**

Prevailing Wage Rate Laws Handbook

The 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 or (971) 245-3844.

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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

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

CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
ASBESTOS WORKER				
	Period			
$64.37	1st Yr/1st 6 mos	45%	$23.38	$19.03
$26.57	1st yr/2nd 6 mos	50%	$26.71	$23.00
	2nd Year/1nd 6 mos	60%	$33.36	$23.00
	2nd Year/2nd 6 mos	60%	$33.16	$28.82
	3rd Year	75%	$41.79	$32.52
	4th Year	85%	$48.44	$32.52
BOILERMAKER				
	Hours			
$45.33	0-1000	70%	$31.73	$32.22
$32.22	1001-2000	75%	$34.00	$32.22
	2001-3000	80%	$36.26	$32.22
	3001-4000	85%	$38.53	$32.22
	4001-5000	90%	$40.80	$32.22
	5001-6000	95%	$43.06	$32.22
BRICK AND MARBLE FINISHER				
$32.92		1-1000 hrs	$24.13	$16.84
$17.56		1001-2000 hrs	$27.02	$16.84
BRICKLAYER				
	Hours			
$51.47	1-1000	50%	$25.74	$26.64
$26.64	1000-2000	55%	$28.31	$26.64
	2000-3000	60%	$30.88	$26.64
	3000-4000	70%	$36.03	$26.64
	4000-5000	80%	$41.18	$26.64
	5000-6000	90%	$46.32	$26.64
CARPENTER				
Group 1	***Period***			
$56.69	1st	60%	$34.01	$17.31
$17.81	2nd	65%	$36.85	$17.31
	3rd	70%	$39.68	$17.81
	4th	75%	$42.52	$17.81
	5th	80%	$45.35	$17.81
	6th	85%	$48.19	$17.81
	7th	90%	$51.02	$17.81
	8th	95%	$53.86	$17.81

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
CARPENTER (continued)				
Group 2	***Period***			
$56.86	1st	60%	$34.12	$17.31
$17.81	2nd	65%	$36.96	$17.31
	3rd	70%	$39.80	$17.81
	4th	75%	$42.65	$17.81
	5th	80%	$45.49	$17.81
	6th	85%	$48.33	$17.81
	7th	90%	$51.17	$17.81
	8th	95%	$54.02	$17.81
Group 3	***Period***			
$64.82	1st	60%	$41.84	$18.63
$23.63	2nd	65%	$44.72	$18.63
	3rd	70%	$47.59	$23.63
	4th	75%	$50.46	$23.63
	5th	80%	$53.33	$23.63
	6th	85%	$56.20	$23.63
	7th	90%	$59.08	$23.63
	8th	95%	$61.95	$23.63
Group 4 - Eliminated				
Group 5	***Period***			
$58.06	1st	60%	$34.84	$17.31
$17.81	2nd	73%	$42.38	$17.31
	3rd	75%	$43.55	$17.81
	4th	80%	$46.45	$17.81
	5th	83%	$48.19	$17.81
	6th	85%	$49.35	$17.81
	7th	90%	$52.25	$17.81
	8th	95%	$55.16	$17.81
Group 6	***Period***			
$58.06	1st	60%	$34.84	$17.31
$17.81	2nd	73%	$42.38	$17.31
	3rd	75%	$43.55	$17.81
	4th	80%	$46.45	$17.81
	5th	83%	$48.19	$17.81
	6th	85%	$49.35	$17.81
	7th	90%	$52.25	$17.81
	8th	95%	$55.16	$17.81

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
CEMENT MASON				
	Hours			
$48.13	1-1000	55%	$27.05	$21.99
$23.39	1001-2000	65%	$32.04	$21.99
	2001-3000	70%	$34.54	$21.99
	3001-4000	75%	$37.04	$21.99
	4001-5000	85%	$42.04	$21.99
	5001-6000	90%	$44.53	$21.99
DRYWALL INSTALLER				
	Period			
$56.49	1st	60%	$33.89	$10.36
$18.01	2nd	65%	$36.72	$10.36
	3rd	70%	$39.54	$18.01
	4th	75%	$42.37	$18.01
	5th	80%	$45.19	$18.01
	6th	85%	$48.02	$18.01
	7th	90%	$50.84	$18.01
	8th	95%	$53.67	$18.01
DRYWALL TAPER				
	Hours			
$50.52	1st 1000	60%	$30.31	$9.26
$22.03	2nd 1000	70%	$35.36	$9.26
	3rd 1000	75%	$37.89	$22.03
	4th 1000	80%	$40.42	$22.03
	5th 1000	85%	$42.94	$22.03
	6th 1000	90%	$45.47	$22.03
ELECTRICIAN				
Area 1				
$45.33	***Period***			
$20.41	1st	49%	$22.21	$11.02
	2nd	54%	$24.48	$11.15
	3rd	59%	$26.74	$16.06
	4th	64%	$29.01	$16.59
	5th	74%	$33.54	$17.65
	6th	84%	$38.08	$18.72
Area 2	***Period***			
$63.00	1st	40%	$25.20	$11.34
$28.47	2nd	45%	$28.35	$19.02
	3rd	50%	$31.50	$19.88
	4th	65%	$40.95	$22.46
	5th	80%	$50.40	$25.03
	6th	85%	$53.55	$25.90

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CLASSIFICATION

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

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
ELEVATOR CONSTRUCTOR (continued)				
Area 2				
$70.76	Probationary	50%	$35.38	$0.00
$44.65	1st Year	55%	$38.92	$41.32
	2nd Year	65%	$45.99	$41.74
	3rd Year	70%	$49.53	$41.96
	4th Year	80%	$56.61	$42.38
FIRESTOP/CONTAINMENT WORKER				
	Period			
$50.29	1st Year	55%	$27.32	$11.17
$21.14	2nd Year	70%	$32.28	$21.09
	3rd Year	85%	$39.93	$21.09
GLAZIER				
	Period			
$54.82	1st	45%	$24.67	$23.39
$23.39	2nd	55%	$30.15	$23.39
	3rd	65%	$35.63	$23.39
	4th	75%	$41.12	$23.39
	5th	80%	$43.86	$23.39
	6th	85%	$46.60	$23.39
	7th	90%	$49.34	$23.39
	8th	95%	$52.08	$23.39
HIGHWAY PARKING STRIPER				
	Hours			
$71.89	0-500	60%	$43.13	$0.30
$22.48	501-1000	60%	$43.13	$9.41
	1001-2333	60%	$43.13	$17.25
	2nd period	73%	$52.48	$18.95
	3rd period	88%	$63.26	$20.91
IRONWORKER				
	Period			
$49.80	1st	65%	$32.37	$15.48
$34.98	2nd	70%	$34.86	$15.48
	3rd	75%	$37.35	$34.98
	4th	80%	$39.84	$34.98
	5th	85%	$42.33	$34.98
	6th	90%	$44.82	$34.98
	7th	90%	$44.82	$34.98
	8th	95%	$47.31	$34.98

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
LABORER				
	Group 1			
$42.74		63%	$26.93	$19.40
$19.40		70%	$29.92	$19.40
		80%	$34.19	$19.40
		90%	$38.47	$19.40
	Group 2			
$42.74		63%	$26.93	$19.40
$19.40		70%	$29.92	$19.40
		80%	$34.19	$19.40
		90%	$38.47	$19.40
	Group 3			
$42.74		63%	$26.93	$19.40
$19.40		70%	$29.92	$19.40
		80%	$34.19	$19.40
		90%	$38.47	$19.40
	Group 4			
$42.74		63%	$26.93	$19.40
$19.40		70%	$29.92	$19.40
		80%	$34.19	$19.40
		90%	$38.47	$19.40
LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER				
	Period			
$56.49	1st	60%	$33.89	$10.36
$18.01	2nd	65%	$36.72	$10.36
	3rd	70%	$39.54	$18.01
	4th	75%	$42.37	$18.01
	5th	80%	$45.19	$18.01
	6th	85%	$48.02	$18.01
	7th	90%	$50.84	$18.01
	8th	95%	$53.67	$18.01
LIMITED ENERGY ELECTRICIAN				
Area 1	***Period***			
$37.90	1st	50%	$18.95	$10.65
$18.10	2nd	55%	$20.85	$10.74
	3rd	60%	$22.74	$14.74
	4th	65%	$24.64	$15.16
	5th	70%	$26.53	$15.58
	6th	80%	$30.32	$16.42

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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CLASSIFICATION

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

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
LINE CONSTRUCTOR				
Area 1 & Area 2/Group 2				
Lineman Only	***Period***			
$70.75	1st	60%	$42.45	$18.96
$27.88	2nd	63%	$44.57	$19.06
	3rd	67%	$47.40	$19.18
	4th	72%	$50.94	$19.34
	5th	78%	$55.19	$19.53
	6th	86%	$60.85	$19.79
	7th	90%	$63.68	$19.92
MARBLE SETTER	***Hours***			
$52.47	1-1000	50%	$26.24	$26.64
$26.64	1000-2000	55%	$28.86	$26.64
	2000-3000	60%	$31.48	$26.64
	3000-4000	70%	$36.73	$26.64
	4000-5000	80%	$41.98	$26.64
	5000-6000	90%	$47.22	$26.64
PAINTER				
Commercial				
$38.12		70%	$26.68	$9.21
$17.22		75%	$28.59	$9.21
		80%	$30.50	$9.21
		85%	$32.40	$17.22
		90%	$34.31	$17.22
		95%	$36.21	$17.22
Industrial				
$40.34		70%	$28.24	$9.21
$17.22		75%	$30.26	$9.21
		80%	$32.27	$9.21
		85%	$34.29	$17.22
		90%	$36.31	$17.22
		95%	$38.32	$17.22
Bridge				
$47.77		70%	$33.44	$9.21
$17.22		75%	$35.83	$9.21
		80%	$38.22	$9.21
		85%	$40.60	$17.22
		90%	$42.99	$17.22
		95%	$45.38	$17.22

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
PLASTERER				
$46.56		60%	$27.94	$17.53
$19.83		65%	$30.26	$17.53
		70%	$32.59	$17.53
		75%	$34.92	$17.53
		80%	$37.25	$17.53
		85%	$39.58	$17.53
		90%	$41.90	$17.53
PLUMBER/PIPEFITTER/STEAMFITTER				
Area 1				
Baker County **(See Area 2 Rates)**				
Harney and Malheur Counties **(See Area 3 Rates)**				
Area 2				
$65.20	***Period***			
$37.91	1st 6 months	45%	$29.34	$25.18
	2nd 6 months	50%	$32.60	$26.34
	3rd 6 months	55%	$35.86	$27.49
	4th 6 months	60%	$39.12	$28.65
	5th 6 months	65%	$42.38	$29.81
	6th 6 months	70%	$45.64	$30.97
	7th 6 months	75%	$48.90	$32.12
	8th 6 months	80%	$52.16	$33.28
	9th 6 months	85%	$55.42	$34.44
	10th 6 months	85%	$55.42	$34.44
Area 3				
	Period			
$62.87	1st 6 months	40%	$25.15	$18.74
$37.10	2nd 6 months	50%	$31.44	$18.74
	3rd 6 months	55%	$34.58	$28.85
	4th 6 months	60%	$37.72	$29.76
	5th 6 months	65%	$40.87	$30.68
	6th 6 months	70%	$44.01	$31.60
	7th 6 months	75%	$47.15	$32.52
	8th 6 months	80%	$50.30	$33.43
	9th 6 months	85%	$53.44	$34.35
	10th 6 months	90%	$56.58	$35.27

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
POWER EQUIPMENT OPERATOR				
Group 1	***Period***			
$61.99	1st	80%	$49.59	$8.35
$17.55	2nd	85%	$52.69	$17.55
	3rd	90%	$55.79	$17.55
	4th	95%	$58.89	$17.55
Group 1A	***Period***			
$64.15	1st	80%	$51.32	$8.35
$17.55	2nd	85%	$54.53	$17.55
	3rd	90%	$57.74	$17.55
	4th	95%	$60.94	$17.55
Group 1B	***Period***			
$66.31	1st	80%	$53.05	$8.35
$17.55	2nd	85%	$56.36	$17.55
	3rd	90%	$59.68	$17.55
	4th	95%	$62.99	$17.55
Group 2	***Period***			
$60.08	1st	80%	$48.06	$8.35
$17.55	2nd	85%	$51.07	$17.55
	3rd	90%	$54.07	$17.55
	4th	95%	$57.08	$17.55
Group 3	***Period***			
$58.93	1st	80%	$47.14	$8.35
$17.55	2nd	85%	$50.09	$17.55
	3rd	90%	$53.04	$17.55
	4th	95%	$55.98	$17.55
Group 4	***Period***			
$55.60	1st	80%	$44.48	$8.35
$17.55	2nd	85%	$47.26	$17.55
	3rd	90%	$50.04	$17.55
	4th	95%	$52.82	$17.55
Group 5	***Period***			
$54.36	1st	80%	$43.49	$8.35
$17.55	2nd	85%	$46.21	$17.55
	3rd	90%	$48.92	$17.55
	4th	95%	$51.64	$17.55
Group 6	***Period***			
$51.14	1st	80%	$40.91	$8.35
$17.55	2nd	85%	$43.47	$17.55
	3rd	90%	$46.03	$17.55
	4th	95%	$48.58	$17.55

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate	Percentage / Hours	Base Hourly Rate	Fringe Rate
ROOFER			
Area 1			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70
Area 2			
$40.88	60%	$24.53	$15.22
$20.49	65%	$26.57	$15.22
	70%	$28.62	$15.22
	75%	$30.66	$20.49
	80%	$32.70	$20.49
	85%	$34.75	$20.49
	90%	$36.79	$20.49
	95%	$38.84	$20.49
Area 4			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70
Area 5			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70

PWR APPRENTICESHIP RATES EFFECTIVE JULY 5, 2026

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
SHEET METAL WORKER				
Area 1				
$59.24		50%	$29.65	$29.80
$35.27		55%	$32.60	$29.94
		60%	$35.56	$30.09
		65%	$38.52	$30.23
		70%	$41.48	$30.37
		75%	$44.44	$30.51
		80%	$47.40	$30.65
		85%	$50.36	$30.79
		85%	$50.36	$30.79
		85%	$50.36	$30.79
Area 2				
Baker County **(See Area 3 Rates)**				
Malheur County **(See Area 4 Rates)**				
Area 3				
$50.00	1st year/1st half	55%	$27.50	$16.45
$28.37	1st year/2nd half	55%	$28.75	$18.65
		60%	$30.00	$22.12
		70%	$35.00	$23.78
		75%	$37.50	$25.19
		85%	$42.50	$27.00
Area 4				
$47.69		50%	$23.87	$27.72
$32.58		55%	$26.25	$27.86
		60%	$28.63	$28.01
		65%	$31.02	$28.15
		70%	$33.40	$28.29
		75%	$35.78	$28.43
		80%	$38.16	$28.57
		85%	$40.54	$28.71
		85%	$40.54	$28.71
		85%	$40.54	$28.71
Area 5				
$47.33		50%	$23.69	$29.06
$34.34		55%	$26.05	$29.20
		60%	$28.42	$29.34
		65%	$30.78	$29.48
		70%	$33.15	$29.62
		75%	$35.51	$29.76
		80%	$37.87	$29.90
		85%	$40.24	$30.05
		85%	$40.24	$30.05
		85%	$40.24	$30.05

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
SOFT FLOOR LAYER				
	Period			
$45.78	1st 6 months	60%	$26.94	$8.68
$19.40	2nd 6 months	65%	$29.20	$17.48
	3rd 6 months	70%	$31.44	$17.75
	4th 6 months	75%	$33.69	$18.03
	5th 6 months	80%	$35.93	$18.30
	6th 6 months	85%	$38.17	$18.58
	7th 6 months	90%	$40.41	$18.85
	8th 6 months	95%	$42.67	$19.13
SPRINKLER FITTER				
Area 1	***Class***			
$54.74	1	43%	$26.65	$10.23
$28.87	2	48%	$29.75	$10.23
	3	52%	$32.22	$22.79
	4	56%	$34.70	$22.79
	5	59%	$36.56	$23.04
	6	64%	$39.66	$23.04
	7	68%	$42.14	$23.04
	8	72%	$44.62	$23.04
	9	76%	$47.10	$23.04
	10	80%	$49.58	$23.04
Area 2	***Class***			
$47.11	1	43%	$23.36	$10.23
$28.86	2	48%	$26.08	$10.23
	3	52%	$28.25	$22.79
	4	56%	$30.42	$22.79
	5	59%	$32.05	$23.04
	6	64%	$34.77	$23.04
	7	68%	$36.94	$23.04
	8	72%	$39.12	$23.04
	9	76%	$41.29	$23.04
	10	80%	$43.46	$23.04
TENDER TO MASON				
$47.44		63%	$29.89	$18.90
$18.90		70%	$33.21	$18.90
		80%	$37.95	$18.90
		90%	$42.70	$18.90

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
TENDER TO PLASTERER				
$46.59		63%	$29.35	$19.40
$19.40		70%	$32.61	$19.40
		80%	$37.27	$19.40
		90%	$41.93	$19.40
TILE TERRAZZO SETTER				
	Hours			
$44.42	1-1000	70%	$31.09	$23.01
$23.01	1001-2000	75%	$33.32	$23.01
	2001-3000	80%	$35.54	$23.01
	3001-4000	85%	$37.76	$23.01
	4001-5000	90%	$39.98	$23.01
	5001-6000	95%	$42.20	$23.01
TILE TERRAZZO FINISHER				
$32.92		1-1000 hrs	$24.13	$16.71
$17.43		1001-2000 hrs	$27.02	$16.71

"General Decision Number: OR20260093 05/18/2026

State: Oregon

Construction Types: Building

Counties: Oregon Counties of
Gilliam, Grant, Jefferson, Klamath,
Lake, Malheur, Sherman, Wallowa and
Wheeler

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

ASBE0036-003 03/31/2025

	Rates	Fringes
HEAT & FROST INSULATOR	$ 62.02	22.36

BROR0001-005 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 49.60	25.15

ELEC0048-001 01/01/2025

	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING ONLY)	$ 52.12	24.37

ENGI0701-006 01/01/2024

	Rates	Fringes
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 54.75	16.90

ENGI0701-007 01/01/2024

	Rates	Fringes
OPERATOR: CRANE (50-89 TON)	$ 53.60	16.90

IRON0029-001 07/07/2025

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

LABO0737-025 06/01/2024

	Rates	Fringes
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 43.79	17.05

LABO0737-035 06/01/2024

	Rates	Fringes
LABORER: COMMON OR GENERAL	$ 39.11	17.30

LABO0737-036 06/01/2024

	Rates	Fringes
LABORER: HOD CARRIER	$ 43.79	17.05

LABO0737-037 06/01/2024

	Rates	Fringes
LABORER: CONCRETE SAW	$ 40.41	17.30

LABO0737-038 06/01/2024

	Rates	Fringes
LABORER: PIPELAYER	$ 40.41	17.30

PAIN0010-009 01/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 45.52	22.03

PLAS0555-007 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 46.13	20.31

PLUM0290-002 04/01/2025

	Rates	Fringes
PLUMBER	$ 60.77	34.72

SHEE0016-006 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 54.99	33.92

SHEE0055-009 06/01/2024

	Rates	Fringes
SHEET METAL WORKER, INCLUDES HVAC UNIT INSTALLATION.	$ 47.76	30.40

SUOR2018-013 08/25/2023

	Rates	Fringes
ELECTRICIAN, EXCLUDES LOW VOLTAGE WIRING	$ 40.48	19.97
CARPENTER	$ 38.10	8.97

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.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:
Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
==========
END OF GENERAL DECISION
"

SPECIFICATIONS

GENERAL REQUIREMENTS

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GENERAL REQUIREMENTS

A. SUMMARY OF WORK

The Work for this Contract involves, but is not limited to:

Construction of a 4,000 S.F. pre-engineered metal building with metal siding and roof, break/reception room, offices, restroom, second floor storage area, fencing, gravel maintenance yard, connections to existing utilities including sewer, water, power, telephone and cable, and related work. In addition to the project infrastructure described above, the Work includes Contractor design-build elements for the pre-engineered metal building and for the electrical and mechanical systems, as indicated on Architectural Sheet A1.0 and Structural Sheet S1.0 and in the Specifications. Contractor shall provide complete design, engineering, and construction of those elements in accordance with the performance criteria in the Contract Documents. All design-build elements shall comply with the applicable current editions of the Oregon Specialty Codes, including the Electrical, Energy Efficiency, Mechanical, Plumbing, and Structural Specialty Codes. Foundations were designed using preliminary reactions prepared by Kinsman Construction / Varco Pruden. Those reactions were used for foundation design only and do not require the successful bidder to use that contractor. The Contractor's design-build metal building shall be coordinated with those reactions. Any difference between the final sealed reactions and the reactions used for the foundation design shall be submitted to the Engineer for coordination before the affected Work proceeds.

B. ABBREVIATIONS

The following abbreviations of Associations, units of measurement, and miscellaneous items are defined as they may be used in these Contract Documents or on the Drawings. This list may not be all-inclusive.

Associations

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute

DFPA	Douglas Fir Plywood Association
DIPRA	Ductile Iron Pipe Research Association
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IPC	International Plumbing Code
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute
SSPC	Steel Structures Painting Council
WWPA	Western Wood Products Association

Codes and Acts

MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEPA	National Environmental Policy Act
OAR	Oregon Administrative Rules
SEPA	State Environmental Policy Act
UL	Underwriters Laboratories, Inc.

Federal Agencies

BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
DOD	Department of Defense
FHWA	Federal Highway Administration
LCDC	Land Conservation and Development Commission
NMFS	National Marine Fisheries Service
NRCS	Natural Resources Conservation Service
OSHA	Occupational Safety and Health Administration
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service

State Agencies

DEQ	Oregon Department of Environmental Quality
DWS	Oregon Health Authority - Drinking Water Services
ODF	Oregon Department of Forestry
ODFW	Oregon Department of Fish and Wildlife

ODOT	Oregon Department of Transportation
OWRD	Oregon Water Resources Department

Units of Measurement and Abbreviation
(Partial Listing)

AC	Asbestos Cement or Asphalt Concrete
ACP	Asphalt Concrete Pavement
BST	Bituminous Surface Treatment
C.I.	Cast Iron
CL	Centerline
C.O.	Clean Out
Cl.	Class
cfm	Cubic Feet Per Minute
Conc.	Concrete
Culv.	Culvert
CY, C.Y., or Cu.Yd.	Cubic Yard(s)
DI	Ductile Iron
Dia.	Diameter
Ea.	Each
Elev., EL, or El.	Elevation
Est.	Estimate or Estimated
Extg.	Existing
F	Fahrenheit
F.F.	Finished Floor
FLG	Flange
fps	Feet Per Second
Ft.	Foot or Feet
gpm	Gallons Per Minute
HDPE	High Density Polyethylene
HMAC	Hot-Mix Asphalt Concrete
Hp	Horsepower
I.D.	Inside Diameter
I/I	Infiltration/Inflow
In.	Inch or Inches
Incl.	Including
Inv.El.	Invert Elevation
Irr	Irrigation
L	Liter
Lb.	Pound(s)
L.F. or Lin.Ft.	Linear Foot (Feet)
LS or L.S.	Lump Sum

Max.	Maximum
MH	Manhole
MJ	Mechanical Joint
Min.	Minimum
MPH	Miles Per Hour
N.T.S.	Not to Scale
O.C.	On Center
O.D.	Outside Diameter
PL	Plate
PVC	Polyvinyl Chloride
psi	Pounds Per Square Inch
Q	Flow Rate
R	Radius
REQD.	Required
RPM	Revolutions Per Minute
R/W	Right-of-Way
S	Sanitary Sewer
SCH	Schedule
SD	Storm Drain
SF, S.F., or Sq.Ft.	Square Foot
Sht.	Sheet
Stl.	Steel
SWL	Static Water Level
SY, S.Y., or Sq.Yd.	Square Yard
TDH	Total Dynamic Head
TM	Test Method
Typ.	Typical
W	Water
WS	Wood Stave

C. CONSTRUCTION SEQUENCING AND TIMING OF WORK

The proper sequencing and timing of the various elements of the Project are critical to successfully meeting the overall project schedule. The Contractor, Engineer, and Owner shall coordinate closely to ensure all construction activities are thoughtfully sequenced.

The intent is to align the work with seasonal weather patterns. Site work, foundations, and underground utilities should be completed during the dry weather season, while the pre-engineered building is being fabricated and delivered. Once the building is erected, interior work and other weather-sensitive activities can be performed during the wet season. This approach maximizes construction efficiency and minimizes weather-related delays.

D. PROJECT WORK PLAN

The Contractor shall prepare and submit to the Engineer, prior to the beginning of construction, a Project Work Plan. The Project Work Plan shall detail safety provisions, equipment, work crews, methods of performing the Work, detailed construction schedule and sequencing of Work, quality control, and any other pertinent information requested by the Engineer or necessary to properly complete the Work.

E. PROJECT WORK MEETINGS

The Contractor and/or their superintendent shall meet with the Owner and Engineer on a regular basis to review the progress of the Work, Work schedule, Project concerns, etc., as may be appropriate. The intent of this meeting will be to keep communication channels open and to keep all parties informed as to the status of the Work. Generally, the meeting shall be held every other week; however, it may be scheduled at other times if needed. In addition to these meetings, the Contractor and resident Project Representative shall meet monthly, in a Record Drawing Review meeting, prior to submitting the monthly Application for Payment. This meeting will be used to review Record Drawings being kept on the Project by the Contractor.

F. PERMITS/WORK ORDERS

Contractor shall obtain all applicable local, county, and state permits prior to commencement of any Construction activities. The contractor shall be responsible for franchise utility work orders and coordination with applicable utilities during construction.

G. ENVIRONMENTAL REQUIREMENTS

The Contractor shall be responsible for all required erosion control procedures to minimize the impact to the surrounding areas due to construction activities. The Contractor shall use whatever means necessary to control site runoff and minimize erosion including, but not limited to, silt fencing, mulching, erosion control matting, etc. Any violations or fines assessed due to the Contractor's activities shall be borne solely by the Contractor at no cost to the Owner or Engineer.

H. MOBILIZATION/DEMOBILIZATION

1. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site for the establishment of offices, buildings, and other facilities necessary for Work on the Project, for premiums on bond and insurance for the Project, special fees, and for other work and operations which the Contractor must perform or costs the Contractor must incur before beginning Work on the Project.

2. Demobilization shall consist of work and operations including, but not limited to, those necessary for the movement of personnel, equipment, and incidentals from the Project Site, as well as preparation of Operation and Maintenance (O&M) materials and Record Drawings, Project photos, Project closeout, etc.

I. PROJECT SAFETY

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including excavation safety. The Contractor shall comply with all applicable Laws and Regulations, ordinances, rules, and orders of any public body having jurisdiction as it relates to Project and Work safety. See applicable provisions of the General Conditions, as well as all other provisions of the Contract relative to Project and Work safety.

2. The Contractor shall maintain local access to area residents and emergency traffic throughout the life of the Project and coordinate construction activities closely with area residents to keep them informed of operations that may impact their use of any streets or roadways.

3. All signs, barricades, barriers, lights, cones, trench boxes, shoring/bracing, and other such "devices" required to warn, protect, or direct the public and workmen during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flagpersons shall also be provided by the Contractor. The determination of what measures are required, in addition to those specifically called for by the Drawings and Specifications, shall be solely the responsibility of the Contractor.

4. The Engineer and Owner are not responsible for determining whether proper safety precautions, etc., are being utilized. Should the Contractor fail to furnish the necessary protective measures, the Owner or Engineer may, but shall not be required to, bring to the Contractor's attention by written notice of such failure and the Contractor shall undertake such corrective measures as is proper.

5. All construction Work shall be performed in accordance with the provisions of the Occupational Safety and Health Regulations of the Oregon Occupational Safety and Health Division, and other applicable regulations. It shall be the Contractor's responsibility to meet all requirements of Chapter 437 of the State of Oregon Administrative Rules. In addition, Oregon Revised Statutes (ORS) 757.542 through 757.562 and Oregon Administrative Rules (OAR) 860-024-0007 administered by the Oregon Public Utilities Commission shall apply.

6. The materials used for and the installation of all warning and traffic control devices shall conform to the applicable provisions of the Oregon Standard Specifications for Construction - 2021 edition, Sections 00220 and 00225, and the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation, Federal Highway Administration, current edition.

7. It shall be the Contractor's sole responsibility to provide a "competent person" as defined in the regulations to be on the Project Site during all trenching operations. The "competent person" appointed by the Contractor shall fulfill all requirements of the regulations.

8. Prior to opening an excavation, the Contractor shall arrange for field location of utility installations such as sewer, telephone, fuel, electric, gas, water lines, or any other underground installations that reasonably may be expected to be encountered during the excavation work. When excavation operations approach the estimated location of underground installations, the

Contractor shall determine the exact location of the installations by safe and acceptable means. While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard workers.

9. The Contractor shall ensure that structural ramps that are used by workers as a means of access or egress from an excavation shall be designed by a competent person, in accordance with all requirements of the regulations.

10. Workers exposed to public vehicular traffic shall be provided with and shall wear warning vests or other suitable garments marked with, or made of, reflectorized or highly visible material. No worker shall be permitted underneath loads handled by lifting or digging equipment. Workers shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped in accordance with the regulations to provide adequate protection for the operator during loading and unloading operations.

11. The Contractor shall take adequate precautions, in accordance with the regulations, to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions. These precautions include providing proper respiratory protection or ventilation and, when controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, the Contractor shall provide testing as often as necessary to ensure that the atmosphere remains safe. The Contractor shall provide emergency rescue equipment, such as breathing apparatus, safety harness, etc., where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

12. The Contractor shall not allow work in excavations in which there is accumulated water or in excavations where water is accumulating, unless adequate precautions have been taken to protect workers against the hazards posed by water accumulations. The precautions necessary to protect workers adequately vary with each situation but include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline. If the Contractor is controlling water or preventing it from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a competent person to ensure proper operation. If excavation work interrupts the natural drainage of surface water, such as streams, then diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation.

13. In situations where the Contractor feels their trench operations pose a risk to the stability of adjoining buildings, walls, or other structures, the Contractor shall notify the Engineer and shall provide adequate support systems per the requirements of the regulations. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to workers shall not be permitted except when the Contractor has retained a Registered Professional Engineer and said Registered Professional Engineer has approved the determination that the structure is sufficiently removed from the excavation so as

to be unaffected by the excavation activity, or said Registered Professional Engineer has approved the determination that such excavation will not pose a hazard to workers.

14. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect workers from the possible collapse of such structures. The Contractor shall provide adequate protection to all persons from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. The Contractor shall also provide protection by placing and keeping excavated materials or equipment at least two feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations or by a combination of both, if necessary.

15. The Contractor shall ensure that daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person appointed by the Contractor for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of Work and as needed throughout the shift. Inspection shall also be made after every rainstorm or other hazard increasing occurrence. These inspections are only required when worker exposure can be reasonably anticipated. Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, the Contractor shall remove workers from the hazardous area until the necessary precautions have been taken to ensure their safety.

16. It shall be the Contractor's responsibility to provide all physical barrier protection at all excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Further, no trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided by the Contractor.

17. The Contractor shall ensure that each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with the regulations.

18. It shall be the Contractor's responsibility to design the sloping and benching systems for trench excavation in accordance with the requirements of the regulations stated herein. Where the Contractor takes the option to not utilize one of the standard tables or trench excavation designs contained in OAR Chapter 437, then it is the Contractor's responsibility to retain a Registered Professional Engineer to design said sloping and benching system. When the Contractor chooses this option, the design shall be in written form and shall include at least the following information:

    a. The magnitude of the slopes that were determined to be safe for the particular Project.

    b. The configurations that would determine to be safe for the particular Project.

    c. The stamp and signature of the Registered Professional Engineer approving the design.

19. At least one copy of the design shall be maintained at the Job Site while the slope is being constructed. After that time the design need not be at the Job Site, but a copy shall be made available to the Owner upon request.

20. Where the design of a support system, shield system, or other protective system is required, it shall be the Contractor's responsibility to meet all requirements of the regulations. It shall be the Contractor's responsibility to have on site at least one copy of the manufacturer's tabulated data which identifies the Registered Professional Engineer who approved the data or, when a support system or shield system or other protective system is not a standard manufactured item but is designed by a Registered Professional Engineer, at least one copy of the design shall be maintained at the Job Site during construction of the protective system. After that time, the design may be stored off the Job Site, but a copy of the design shall be made available upon request.

J. SHOP DRAWINGS

1. The Contractor shall submit Shop Drawings or manufacturer's data sheets in accordance with the Schedule of Shop Drawings and Sample submittals. It should be noted that the Engineer may require Shop Drawings for other items as may be deemed necessary. The Contractor should review the requirements for Shop Drawings in Section 7.16 of the General Conditions. Electronic submission is acceptable, unless otherwise noted.

2. All submittals or resubmittals shall be accompanied by and furnished in accordance with the "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance" form provided at the end of these General Requirements. All submittals shall be submitted at a time sufficiently early to allow review of same by the Engineer and to accommodate the rate of construction progress required under this Contract.

3. The Engineer will return electronic copies of each Shop Drawing to the Contractor, with comments noted thereon, within 15 calendar days following their receipt at the Engineer's office. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of the Drawing. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submission.

   a. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.

   b. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS, PROVIDED THE FOLLOWING CONDITIONS ARE MET," formal revision and resubmittal of said Shop Drawings will not be required.

c. If Shop Drawings are returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.

d. If Shop Drawings are returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said Shop Drawings and shall resubmit five copies of said revised Shop Drawings to the Engineer.

e. If Shop Drawings are returned to the Contractor marked "REJECTED," the Contractor shall revise said Shop Drawings and resubmit five copies of said revised Shop Drawings to the Engineer.

f. If Shop Drawings are returned to the Contractor marked "SUBMIT SPECIFIED ITEM," the Contractor shall submit material requested but shall not be required to resubmit all previous material.

4. For each resubmittal necessary, an additional 15 calendar days shall be allowed for review. The Contractor shall include copies of all approved submittal information in the Contractor's Record Drawings and O&M Manual. A copy of each Shop Drawing and Sample shall also be kept in good order by the Contractor at the job Site and shall be available to the Engineer.

Shop Drawings requirements shall include but are not limited to:

a. Pipes, pipe supports, etc.

b. Fittings, couplings, valves, etc.

c. Plumbing materials (pipes, fixtures, fittings, drains, grates, etc.)

d. Electrical/control panels, wiring diagram and associated equipment

e. Rebar

f. Concrete

g. Metal Building Plans & Calculations

K. QUALITY CONTROL

1. The Contractor shall be responsible for providing their own construction monitoring and quality control program. The Contractor shall provide and maintain a quality control program that will ensure the quality of the Work and materials incorporated into the Project. The Contractor shall also perform all tests required by Laws and Regulations, ordinances, and orders of public authorities. The Contractor shall provide appropriate quality control personnel and testing facilities and certified testing personnel to perform the Work. A written quality control program shall be provided to the Engineer for their review prior to any Work being performed. The plan shall describe testing facilities, qualifications of quality control and testing personnel, testing frequency, and reporting schedule. Copies of all test results shall be provided to the Engineer for

their review as soon as the test has been performed. This includes copies of daily worksheets. Materials, equipment, or Work which fails to meet the Contract requirements shall not be used in the Work.

2. The Engineer and their representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to review all Work, materials, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any review or testing thereof. The Contractor shall notify testing personnel, including testing personnel provided by the Owner or Engineer, at least 24 hours in advance of operations to allow for personnel assignments and test scheduling. All materials to be tested shall be provided by the Contractor at their expense. After tests are completed, the Contractor shall be responsible for repairing test areas to match original conditions. The Contractor shall pay for all additional reviews and retesting required because of defective Work or ill-timed notices.

3. The Contractor shall submit Samples of the material to be utilized on the Project to the Engineer for their review. The Engineer or their representative may take additional Samples and provide check tests on material being incorporated into the Work to verify compliance with the requirements of the Contract Documents. Materials or workmanship found to be outside of the specification limits shall be replaced with suitable material at no expense to the Owner.

4. Tests or reviews by the Engineer or others shall not relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract Documents and does not make the Engineer, or others, an insurer of the Contractor's Work.

L. REVIEW OF WORK

It is not the intent of the Owner or Engineer to provide continuous or full-time observation of all Work. When required by the Engineer, the Contractor shall provide the Engineer a daily report of their Work progress and proposed Work schedule for the next two days. This daily communication shall be a requirement of the Contract.

M. REQUEST FOR INTERPRETATION (RFI)

The Contractor may request information or seek clarification concerning the Work from the Engineer utilizing the "Request for Interpretation" form in the Contract Forms section of the Contract Documents. The Engineer will provide a written response to the RFI utilizing the form within 10 days of receipt of the RFI. If a change in the Contract requirements is necessary, the procedures in Article 11 of the General Conditions shall be followed.

N. COOPERATION WITH OTHERS

The Contractor shall cooperate with the residents and business owners in the area to provide good access to private property whenever possible. Sidewalks shall be kept clear at all times of any construction materials. Barricades, traffic cones, blinkers, and signing shall be used to direct the public through the Work area safely.

O. CONSTRUCTION STAKING

Not Used

P. EXISTING SURVEY MONUMENTATION

Not Used

Q. EXISTING UTILITIES

1. See applicable provisions of the General Conditions, as well as all other provisions of the Contract relative to Existing Utilities. The following utilities may be affected by the Contractor's Work:

a. Power Company
Pacific Power & Light
Kirk Daniels
Klamath Falls, OR
541-883-7828 Direct

b. Cable/Internet
Hunter Communications
Michelle Anderson
Central Point, OR
541-772-9282 Direct

c. Telephone
Lumen
Juliana Van Sickle
Klamath Falls, OR
541-331-4136 (M)

d. Water & Sewer
City of Chiloquin Public Works
Fred Jackson
Chiloquin, OR
541-591-6287 (M)

e. Chiloquin Fire & Rescue
Kasey Lanning
541-783-3860 (O)
541-717-2208 (M)

2. Known utilities and structures expected to be adjacent to or encountered in the Work are shown on the Drawings. Information on existing utilities may be provided by others and existing records may not be complete or accurate. It is expected there may be discrepancies and omissions in the location, size, and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or Engineer for their accuracy. The Contractor shall work closely with the owner of any utilities or structures affected by the Work to avoid any damage.

3. The Contractor shall be responsible for the actual locating and protection of existing utilities. The Contractor, prior to commencement of Work, shall contact existing Utility Companies such as water, sewer, power, telephone, gas, etc., to have the Utility Companies locate all utilities which will be affected by the Work to be performed. The Contractor shall give 48-hour notification in accordance with ORS 757-557(2). The "call before you dig" number is 811 or 1-800-332-2344. The Contractor shall perform all necessary coordination work with the Utility Companies in performing the Work and shall be fully responsible for any damage to existing utilities caused by the Contractor's operations. The Contractor shall make any advance exploration necessary to protect all existing utilities and to properly plan the installation of pipelines or other work to the design line and grade. No payment shall be made for this work for up to two hours of advanced backhoe excavation work necessary to locate each existing utility at each specific site. The Work shall include all labor, equipment, etc., necessary to perform the location work. These costs shall be understood to be included in the Contract Prices. Should the Contractor be unable to locate the existing utility after its location has been marked by the appropriate utility company and diligent effort made by the Contractor to locate the utility including up to two hours of backhoe excavation work for each utility at each location site, the Contractor may be entitled to additional compensation as outlined hereafter. When prior notice has been given to the Engineer and the Engineer gives approval, the Contractor shall be paid for all additional backhoe excavation work required to locate the utility on an hourly basis under the bid item "Additional Potholing" when listed in the Bid Schedule or through an approved Change Order. Any additional potholing work performed by the Contractor without prior written approval of the Engineer will not be paid for.

4. If a conflict develops between the design line and grade of a pipeline or Project improvement and an existing utility, the Engineer may adjust the pipeline grade or have the existing utility relocated. The existing utility may be relocated by the owner of the utility or its designated representative or by the Contractor upon the approval of the utility owner and the Engineer. The Contractor shall perform all relocation work required by the Engineer. If the Contractor performs the relocation work, a Change Order shall be negotiated prior to any actual work unless payment for the work is specified otherwise.

5. The owner of the utilities shall normally be responsible for taking the utility out of service if necessary for the performance of the Work, i.e., shutting valves, etc. In the case of water valves, the owner of the water system may operate the valves or request the Contractor to do so. When the Contractor is requested to do so, the Contractor shall operate water valves as a

normal part of the Work at no additional cost to the Owner. All water valves shall be operated as instructed by the owner of the valves. It can be expected that some valves may not fully operate properly which may require that additional valves be operated. This situation shall be considered a normal requirement of the Work.

6. The Contractor shall receive prior approval from the appropriate authority or utility owner before any public or private utility service is interrupted.

   a. The Contractor shall give a minimum of four hours' notice to all utility customers who will be affected by the Contractor's operations. No utility service shall be disconnected or interrupted for more than nine hours or as required by the utility owner, whichever is less, in any 24-hour period. When disruption of service will be longer than nine hours in any one day, the Contractor shall provide safe and appropriate temporary service. All temporary service shall be coordinated with the utility owner.

   b. When regular utility service interruption is required during the course of the Work, the Contractor shall submit a written plan to the Engineer and utility owner which details proposed Work plan notification procedures, and estimated extent of service interruption. The Contractor must obtain written approval of their plan from the utility owner prior to interrupting the utility service. As a minimum, notification shall include door hangers and public notification in the newspaper and radio, as appropriate. Personal contact shall be made where practical.

   c. The Contractor shall make every effort possible to provide continuous utility service to all utility customers. When special conditions exist where an interruption of utility service would create an extra hardship on the utility customer or create a hazardous condition, the Contractor shall provide continuous service. Particular care and planning must be arranged to provide continuous service of existing services or temporary services as approved by the utility owner and the Engineer.

   d. If the Contractor inadvertently damages or interrupts an existing utility, the Contractor shall immediately notify the affected utility company, Owner, Engineer, and utility users and make arrangements to provide temporary service to the parties affected.

   e. The Contractor shall, as requested by the Engineer, either immediately arrange for the utility company to make the needed repairs or immediately make the repair to the damaged utility.

   f. The Contractor shall pay the full cost of repair and damages when the utility was previously located and was within four feet on either side of the marked location as required by the Call Before You Dig notification system, or where negligence of the Contractor occurred.

   g. The Contractor will be paid for the cost of repair and damages when existing utilities encountered during the performance of the Work were not previously located by the

utility as required by the Call Before You Dig notification system, where existing utilities were farther than four feet away on either side of the marked location, and where damage to the utilities occurred due to no negligence of the Contractor.

h. If the Contractor fails to make immediate repairs and provide service as required, the Owner may have said Work performed by others and deduct the cost of said Work from payment to the Contractor.

7. The Contractor shall support and otherwise protect all pipes, conduits, cables, poles, and other existing services where they cross the trench or are otherwise undermined or affected by their Work. The Contractor shall restore the support of an undermined existing utility using select backfill compacted to 95 percent maximum density as determined by ASTM D 698, as applicable.

R. TEMPORARY FACILITIES

1. General

Temporary facilities required for this work may include, but are not necessarily limited to:

a. Temporary utilities such as electricity and telephone.

b. Field offices and sheds.

c. Enclosures such as tarpaulins, barricades, and canopies.

d. Sanitary facilities.

e. Equipment and materials storage facilities.

2. Utilities

a. Temporary Electricity

1) The Contractor shall provide and pay all costs for electricity required for the performance of the work.

2) The Contractor shall furnish and install all temporary wiring and associated equipment required.

3) Area power distribution boxes shall be furnished, installed, and so located that the individual trades may use their own construction-type extension cords to obtain proper power and artificial lighting at all points where required.

b. Temporary Piping

The Contractor shall furnish and install temporary piping and, upon completion of the work, remove such temporary piping as required.

c. Water

The Contractor shall be responsible for providing water necessary for construction.

The Contractor shall make all arrangements for and furnish water as required for proper compaction of embankments, trenches, and dust control. The Owner will allow the Contractor to use water from the municipal water system at no cost, provided the Contractor uses the location determined by the Owner, provides an approved backflow prevention device, the necessary valves to control the flow, and a report to the Owner of estimated water use on a monthly basis.

d. Sanitary Facilities

The Contractor shall furnish and install required temporary buildings with sanitary toilets for use by personnel. Facilities shall be maintained in a clean and sanitary manner at all times. The Contractor shall comply with the requirements of public agencies having jurisdiction in such matters.

3. Removal

All temporary facilities and controls shall be maintained as long as required for the safe and proper completion of the work. The Contractor shall remove such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

S. UTILITIES COST DURING CONSTRUCTION

The Contractor shall pay all utility bills, i.e., power, phone, gas, etc., that are associated with the Work until the Work has been accepted by the Owner or the Work is placed into service by the Owner. When only a portion of the Work is placed into service, the Owner will be responsible only for the utility bills for the utilities being used by the Owner. The Contractor shall be responsible for all temporary meters and service connections.

T. PROGRESS OF THE WORK - CLEANUP

1. The Contractor shall arrange their work schedule such that all phases of Work, once started, shall be diligently pursued until completed. The intent is that the work area shall not be disturbed for undue periods of time. Work shall not be left uncompleted. If the Engineer determines that Work is not being diligently completed, the Engineer shall request the Contractor to complete said Work.

2. Cleaning up shall be a continuing process from the start of the Work to final acceptance of the Project. The Contractor shall, at all times, at their own expense and without further order, keep property on which Work is in progress free from accumulations of waste material or rubbish caused by employees or by the Work, and at all times during the construction period shall maintain structure sites, rights-of-way, easements, adjacent property, and the surfaces of streets and roads on which Work is being done in a safe condition for the Contractor's workers and the public.

   a. Accumulations of waste materials that might constitute a fire hazard will not be permitted.

b. Spillage from the Contractor's hauling vehicles on traveled public or private roads shall be promptly cleaned up. The Contractor shall take appropriate action to control dust caused by their operations. This shall include, but not be limited to, watering of exposed areas, cleaning of roadways, etc. This is considered a normal part of the construction Project.

c. Upon completion of the Work, the Contractor shall, at their own expense, remove all temporary structures, rubbish, waste material, equipment, and supplies resulting from their operations. They shall leave such lands in a neat and orderly condition that is at least as good as the condition in which they found them prior to their operations.

d. Should the Contractor fail to provide said cleanup upon 24-hour written notice, the Owner shall have the right to perform such Work at the expense of the Contractor and withhold the cost from the Contractor's payments.

3. The Contractor shall replace or restore, equivalent to their original condition, all surfaces or existing facilities disturbed by their Work, whether within or outside of the Work areas. Restoration work will include, but is not limited to, roadways, utilities, structures, landscaping, etc.

U. EXISTING EQUIPMENT REMOVAL AND SALVAGE

Existing equipment or materials removed by the Contractor during the course of the Work, which the Owner requests to be salvaged, shall remain the property of the Owner. The equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location directed by the Engineer. Equipment or materials not to be salvaged as requested by the Owner shall be salvaged or recycled by the Contractor in accordance with ORS 279C.510(1) if feasible and cost effective.

V. PARTIAL UTILIZATION OF PROJECT COMPONENTS

1. The following Work elements may be placed into service and utilized by the Owner and will have an early Substantial Completion date for the designated Work.

a. None

W. STARTUP AND TRAINING

It shall be the Contractor's responsibility to install all system components in accordance with the manufacturer's recommendations. All equipment shall be lubricated and adjusted as components prior to testing the system as a whole. The Contractor shall arrange with the Engineer to witness a test of the system and equipment after installation is completed. The Contractor shall provide the services of manufacturers' representatives to assist with the startup of major components and to provide training to the Owner's personnel. These tests shall demonstrate the complete facility operates in accordance with the Drawings and Specifications and the required functions. It is anticipated that minor adjustments may occur after the system has been started up. The Contractor shall make adjustments and correct deficiencies as required so the system can be kept in operation once it is placed into service. These adjustments, etc., shall be completed before final acceptance. The Contractor shall pay all costs associated with manufacturer's representatives and startup work.

As part of this Work, the Contractor shall provide startup training to the Owner and Engineer in sufficient detail so the Owner and Engineer are fully familiar with the proper operation and maintenance of Project components and systems. The startup training shall occur after the construction Work is complete and properly functioning.

X. RECORD DRAWINGS

1. The Contractor shall maintain on the Job Site an up-to-date, complete, and accurate set of Record Drawings. These Drawings shall include all Work performed by the Contractor and shall note any changes or deviations made from the details shown on the Construction Drawings. Such deviations would include, but not be limited to, dimensional changes, location, grade changes, elevation changes, material type, configuration, etc. All changes shall be neatly and accurately shown on the Record Drawings. The Record Drawings shall also include all required job photos. The Engineer will provide one full-size set of prints for use by the Contractor in preparing the Record Drawings.

2. The Contractor shall provide ties to all buried service line taps from an above-ground reference point such as a valve, manhole, etc. At least two swing tie references shall be provided for all service line stub outs which will not be connected to an active service. Swing tie measurements shall be from some permanent reference point, i.e., house corner, fire hydrant, power pole, etc. All ties shall be provided in such a way that the buried service line can be accurately located after construction Work is complete. All buried improvements shall be described in detail including location, type, size, depth, brand name, model numbers, etc. Buried improvements shall include valves, fittings, repair clamps, connections to existing lines, etc. All offsets shall be appropriately noted on the Drawings.

3. A clear color digital photo of no less than 8 megapixel resolution shall be taken of each improvement that will be permanently buried on the Project, such as connections to existing lines, fittings, repairs, valve configurations, etc. These photos shall become a part of the Project Record Drawings. The intent is that the Contractor shall provide good photo documentation of underground improvements that can be used in future years for maintenance or service of the buried improvement. Failure on the part of the Contractor to properly document these improvements will result in deductions described in this section. A scale, survey rod, or similar reference device shall be included in the photo to provide a size reference when appropriate. Only digital photos will be allowed. Digital photos are to be used so the quality of the photo can be verified prior to the covering of the underground improvement. If an acceptable photo is not obtained with the first photograph, the Contractor shall take additional photos until an acceptable quality photo(s) has been obtained. A system shall be set up linking the photo with a log describing the date the photo was taken, the location of the photo, applicable Drawing sheet references, plus any appropriate information relative to what is being shown. The photo shall clearly document the underground improvement being shown, such as size of pipe fittings, etc. All details shall be clearly observable. The Contractor shall print and clearly index in a three-ring loose-leaf notebook all of the required job photos with all labels and information required for

each photo next to the appropriate photo. Two color copies of the notebook shall be provided in addition to the original color photo notebook.

4. The Contractor shall also note the locations, types, size, depth, etc., of any existing utilities encountered during the performance of the Work. The Record Drawings shall be available for inspection during the Project by the Owner and Engineer. The Contractor shall keep the Record Drawings current each day to avoid loss of critical or important information.

5. Prior to submitting the monthly Application for Payment, the Contractor shall meet with the Project Representative to review, in detail, the Record Drawings and job photos prepared by the Contractor for the Project. The Contractor shall demonstrate to the Project Representative that current, up to date, accurate, and complete Record Drawings have been prepared for the Work performed to date. The Contractor and Project Representative shall compare Record Drawing information being kept by each to be sure there is consistency in the information being collected. Monthly Application for Payment requests will not be approved or processed until this meeting is held and the Contractor demonstrates that acceptable Record Drawings have been prepared by the Contractor. The Contractor shall also certify, by signing the Application for Payment, that their Record Drawings and job photos are up to date, accurate, and complete.

6. Prior to the Contractor submitting the Contractor's Notice of Substantial Completion, the Contractor shall give the Record Drawings and photographs to the Engineer.

7. IT IS INTENDED THAT THE RECORD DRAWINGS BE COMPLETE AND DETAILED. EXAMPLES OF ACCEPTABLE RECORD DRAWINGS ARE AVAILABLE FOR INSPECTION AT THE ENGINEER'S OFFICE. CONSIDERABLE EFFORT SHALL BE EXPENDED IN PREPARING THE RECORD DRAWINGS.

Y. OPERATION AND MAINTENANCE (O&M) MANUAL

1. Four copies of a 50% completion O&M Manual shall be submitted to the Engineer prior to the Contractor submitting the Contractor's Notice of Substantial Completion. The material shall be bound in three-ring loose-leaf notebooks with the Project name, Owner's name, Engineer's name, Contractor's name and 50% Completion be printed on the cover. The books shall include labels on the spines for easy identification without the need to remove from shelf. Separate books from different equipment suppliers and material suppliers will not be acceptable. The material shall also be clearly indexed and grouped by the various systems in the Project. This data shall be supplied for all materials, equipment, and devices and components which will require maintenance, replacement of parts, and knowledge of operation. The information furnished shall pertain specifically to the materials and equipment furnished. Manufacturers' O&M manuals that deal with more than one product line shall have the non-relevant information crossed or blocked out. Also, in addition to the four bound copies due prior to final completion of the Project, the Contractor shall furnish one copy of O&M material to the Engineer for all major equipment when it arrives on the Job Site. The Contractor shall furnish a complete listing of all equipment supplied and each respective Supplier's name, address, and telephone number. The O&M data furnished shall include detailed manufacturer's O&M

information on each component, function description of operation, a complete parts list, and a separate parts list for parts not readily available.

2. For all electrical systems, in addition to other requirements listed herein, Record Drawing one-line diagrams and wiring diagrams properly labeled shall be submitted. The Contractor shall also furnish the Engineer with copies of the appropriate plan sheets marked up with "Record Drawing" locations of conduits underground, under or in concrete slabs, locations of installed equipment, and the name, address, and phone number of the electrician who installed the system.

3. For mechanical systems, in addition to other requirements listed herein, where appropriate, lubrication schedules shall be furnished or clearly identified in the manufacturer's O&M Manual.

4. For painting systems, the Contractor shall provide either fresh labels from paint cans with a list of places used or a written description of the painting systems, locations used and application requirements, and Supplier's name, address, and phone number.

5. IT IS INTENDED THAT THE O&M MANUAL BE COMPLETE AND DETAILED. EXAMPLES OF ACCEPTABLE O&M MANUALS ARE AVAILABLE FOR INSPECTION AT THE ENGINEER'S OFFICE. CONSIDERABLE EFFORT SHALL BE EXPENDED IN PREPARING THE O&M MANUAL.

6. Included hereafter is a partial listing of items for which manufacturer's data should be included in the O&M Manual. Information such as manufacturer's name, equipment model number, size, type, instructions for installation, calibration, operation, service and parts, etc., should be indicated for the specific items that have been incorporated into the Project. Non-relevant information shall be crossed or blocked out.

    a. Pipe - Type and Pressure Rating
    b. Fittings
    c. Valves and Valve Actuators
    d. Electrical and controls Equipment
    e. Valve Boxes
    f. Couplings
    g. Service Saddles
    h. Corporation Stops
    i. Pack Joint Fittings, etc.
    j. Expansion Joints
    k. Air Release Valves
    l. Plumbing Materials
    m. Manufacturer's Guarantee on Materials Furnished

END OF SECTION

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE	DATE	NO.

SECTION 1 – REQUEST REVIEW OF THE FOLLOWING ITEMS *(This section will be initiated by the Contractor)*

TO ENGINEER:	FROM CONTRACTOR:	PROJECT	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL

ITEM No.	DESCRIPTION OF ITEM SUBMITTED *(Type, size, model number, etc.)*	MFR. OR CONTR. CAT. CURVE DRAWING OR BROCHURE NO.	No. OF COPIES	CONTRACT REFERENCE DOCUMENT		COMMENTS
				SPEC. SECTION NO.	DRAWING SHEET NO.	

REMARKS NOTE: Contractor shall note any variations from requirements of the Contract Documents.	I certify that the above-submitted items have been reviewed in detail as required by the Contract Documents (see General Conditions 7.16) and have been approved by the Contractor. _____ NAME AND SIGNATURE OF CONTRACTOR