

To request translation or disability-related accommodations, please contact us at **hcdadmin@clackamas.us | 971-442-3954.**

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **hcdadmin@clackamas.us | 971-442-3954.**

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **hcdadmin@clackamas.us | 971-442-3954.**

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **hcdadmin@clackamas.us | 971-442-3954.**

如需翻译服务或残障相关的协助，请与我们联系：**hcdadmin@clackamas.us | 971-442-3954。**

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **hcdadmin@clackamas.us | 971-442-3954.**



Clackamas County
www.clackamas.us

June 25, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Public Improvement Contract with Troy Bowman, dba Bowman Construction, for the Arbor Terrace ADA Sidewalks & Ramps Improvements project. Agreement value is \$203,500 for six months. \$153,000 of funding from CDBG and \$50,000 from Housing Authority funds. No County General Funds are involved.

Previous Board Action/Review:

June 18, 2025, BCC approval of FY25/26 CDBG Action Plan Agenda Item 20250618 XII.F.12
October 2, 2025, BCC approval of Intergovernmental Agreement with HACCAgenda Item 20251002 II.A.

Performance Clackamas: Safe and Secure communities.

Counsel Review: Yes Andrew Naylor

Contact Person: Mark Sirois

Procurement Review: N/A

Contact Phone: 503-351-7240

EXECUTIVE SUMMARY: On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of Public Improvement Contract to provide construction services for 3 additional ADA sidewalk & ramps improvements, and parking lot improvements to the Housing Authority of Clackamas County (HACC) owned Arbor Terrace Apartments in Molalla.

In 2025, HACC, applied for and was granted eligible Community Development Block Grant funds (CBDG) to provide driveway drainage and ADA sidewalk improvements for the public accessing the buildings and facilities on the property. Bowman Construction under this Public Improvement Contract will provide construction services including demolition, new sidewalk and ramps for parking lot and parking lot improvements work including a new accessible trash enclosure. All improvements will meet required Americans with Disabilities Act (ADA) standards.

RECOMMENDATION: Staff respectfully request approval of the Public Improvement Contract with Bowman Construction for the Arbor Terrace Apartments and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health Housing and Human Services



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

Contract H3S# 12558

This Public Improvement Contract (the "Contract") is made by and between Clackamas County, a political subdivision of the State of Oregon ("Owner"), and Bowman Construction ("Contractor"), both collectively referred to as the "Parties". This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by the Parties.

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (11/21/2024) ("General Conditions") referenced within the Instructions to Bidders.

Project Name: Arbor Terrace Apartments Sidewalks & Ramps Improvements Project (CD #1951).

1. Contract Price, Contract Documents and Work.

The Contractor hereby agrees to perform all the work described in, and reasonably inferred from, the Contract Documents, as further defined below ("Work"). In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed Two Hundred and Three Thousand and Five Hundred Dollars (\$203,500) (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid with Alternate Bids inclusive.

The following documents are incorporated by reference in this Contract and made a part hereof ("Contract Documents"):

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Exhibit A – Additional Federal Terms

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Construction Arbor Terrace Apartments ADA Sidewalk & Ramp Improvements Project, together with the 2024 Oregon Standard Specifications for Construction and Supplements referenced therein.

2. Representatives.

Contractor has named Troy Bowman as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Amy Council as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Troy Bowman shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Troy Bowman shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: (provide name from Bowman Construction) shall be the Contractor's on-site job superintendent throughout the project term. Rick Bennit

Project Engineer: (provide name from Bowman Construction) shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term. Troy Bowman

4. Contract Dates.

The Contractor agrees to complete the Work in accordance with the following key dates:

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed (NTP)

SUBSTANTIAL COMPLETION DATE: 90 days from NTP

FINAL COMPLETION DATE: 120 days from NTP

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions and item 3 of the Supplemental General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County – Health, Housing & Human Services Department as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to acouncil@clackamas.us. Notwithstanding Section 00170.70(d) of the Special Provisions for Construction Arbor Terrace Apartments ADA Sidewalk & Ramp Improvements Project, the State of Oregon is not required to be included as an additional insured on required insurance.

6. Liquidated Damages.

The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section from money due or to become due to the Contractor or, at its election, pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages:

6.1. **\$500 per Calendar day** past the Substantial Completion date.

Payment of liquidated damages shall not release Contractor from its obligation with respect to the complete performance of the Work, nor shall the payment of liquidated damages constitute a waiver of Owner's right to collect any additional damages that it may sustain by failure of Contractor to fully perform the Work, as it is the intent of the parties that the liquidated damages are a full and complete payment only for failure of Contractor to complete the Work on time. Owner expressly reserves the right to make claims for any and all other damages that Owner may incur due to contractor's failure to perform in strict accordance with this Contract.

7. Tax Compliance.

Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of

this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

12. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

13. Third Party Beneficiary. Notwithstanding Section L. 1 of the General Conditions, the Housing Authority of Clackamas County is a third party beneficiary with respect to Contractor's performance and warranty obligations under the Contract.

14. Federal Terms and Conditions. This Contract is funded in whole or in part with funds from one or more federal agencies. This Contract is subject to the additional terms and conditions required by federal law for a federal award, as set forth in Exhibit A, attached hereto and incorporated by reference herein. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § Pt. 200, App. II, and 24 CFR Part 570, are hereby incorporated by this reference herein.

In accordance with ORS 279C.830(1), Contractor shall pay the higher of applicable state or federal prevailing rate of wage to all workers performing Work under this Contract.

In witness whereof, Owner executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Bowman Construction
33964 SE Francis Road
Gresham, OR, 97080

Contractor CCB #223062 Business Registry Expiration Date: 2/7/2027
Oregon Business Registry # 2072941-90 Entity Type: ABN State of Formation: OR

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.


Troy Scott Bowman dba
Bowman Construction

Clackamas County

 5/17/26

Authorized Signature Date

Name / Title Printed Date

County Counsel Approved
 05/20/2026

Name / Title Printed

Exhibit A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Bowman Construction, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
2. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
3. During the performance of this Contract, the Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. 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, sexual orientation, gender identity, or national origin.

- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. 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. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such

litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with the Davis-Bacon Act. If applicable, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
5. Compliance with the Copeland "Anti-Kickback" Act.
 - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the Contract clauses above may be grounds for termination of the

contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

6. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.
7. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
8. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
9. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the federal agency administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the federal agency administrator or the administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the approved federal administrator, including the Comptroller General of the United States.
11. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that the federal financial assistance may be used to fund this Contract only.
12. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
13. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
14. Contractor will comply with all applicable requirements of 2 CFR 200.323, 200.216, and 2 CFR 200.322.
15. Build America, Buy America (BABA). Unless waived or inapplicable, Contractor must comply with 2 CFR 200.322, Domestic Preferences for Procurements. To the greatest extent practicable, this requires the use of domestically produced iron, steel, manufactured products, and construction materials in all federally funded infrastructure projects. Contractor agrees to:
 - Include the domestic preference requirement in all contracts and subcontracts related to the federally funded project, where applicable.
 - Ensure that all applicable procurements are conducted in compliance with this requirement, providing documentation to demonstrate adherence.
 - Notify the County of any anticipated deviations or waivers to the BABA requirements, in accordance with federal guidelines.
 - This clause applies only to projects and activities subject to BABA requirements under federal law or regulation.
16. Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information

about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

17. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Troy Bowman Owner

Name and Title of Contractor's Authorized Official

5/7/22

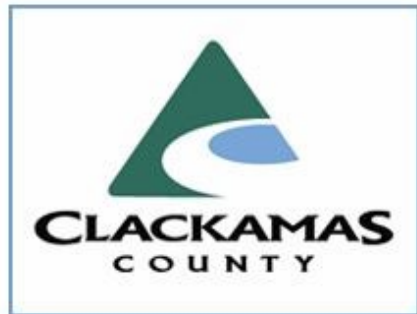
Date

CONSTRUCTION PROJECT MANUAL

for

Arbor Terrace ADA Sidewalks & Ramps Improvements Project (Molalla, Oregon)

March 4, 2026



FEDERALLY FUNDED

by

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

through

**CLACKAMAS COUNTY
DEPARTMENT OF HEALTH, HOUSING and HUMAN SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
2051 Kaen Road, Suite 245, Oregon City, OR
(503) 655-8591**



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

Table of Contents

Section B-1	Notice of Public Improvement Contract Opportunity
Section B-2	Instructions to Bidders
Section B-3	Supplemental Instructions to Bidders & Good Faith Effort
Section B-3a	Good Faith Effort Forms
Section B-4	Bid Bond
Section B-5	Bid Form
Section B-6	Public Improvement Contract
Section B-7	General Conditions
Section B-8	Supplemental General Conditions
Section B-9	Performance Bond
Section B-10	Payment Bond and Public Works Bond
Section B-11	Prevailing Wage Rates (Federal–Davis Bacon & State-BOLI), Federal Provisions (Labor Standards & Section 3)
Section B-12	100% Contract Documents Project Manual (Specification Divisions), Provided by PACE Engineers (Lake Oswego Office) and 100% Project Drawings, provided by PACE Engineers.



**CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

INVITATION TO BID

**Arbor Terrace Apartments ADA Sidewalks & Ramps Improvements Project (CD #1951)
March 4, 2026**

Clackamas County (“County”), on behalf of Housing & Community Development Division, through their Board of County Commissioners is accepting sealed bids for the Arbor Terrace Apartments ADA Sidewalks & Ramps Improvements Project until **April 2, 2026, 3:00 PM**, Pacific Time, (“Bid Closing”). The site is located at 120 N Cole Avenue, Molalla, OR 97038.

ACCESS BID DOCUMENTS AND DELIVER BIDS VIA EMAIL:

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No.S-C01010-0000016160. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above. Send bids to Amy Council, Project Coordinator: acouncil@clackamas.us

Project Estimate: \$200,000 - \$240,000

Project Schedule: Notice to Proceed, 60 Days to Substantial Completion and 90 Days to Final Completion.

Project Key Note(s):

- 1) City of Molalla Permit Office has determined no permits are required on this project. PACE Engineers, Inc., has completed all requirements for the permitting process.
- 2) Only exterior work will be done on this project.

Contact Information:

Bid Documents Questions – Amy Council, Project Coordinator: acouncil@clackamas.us

Plans and Specifications Questions – Brian Lee, Project Architect: brianl@paceengrs.com

Mandatory Pre-bid Conference for this Project:

There will be one available date and time: Thursday, March 12, 2026 @ 2 pm. Attendance will be documented through a sign-in sheet prepared by the County representative and is required to bid on this project.

The address is 120 N Cole Avenue, Molalla, OR 97038.

Bids will be opened and read at the above Delivery Address via Emailed Address after the Bid Closing. Bid results will also be posted to the OregonBuys project site shortly after the opening.

State of Oregon Prevailing Wage:

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (“BOLI”) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

Prevailing Wage Rates for Public Works Contracts in Oregon, January 5, 2026, Apprentice Rates, and Wage Rate Amendment dated February 18, 2026, which can be downloaded at the following web address: [BOLI : Prevailing Wage Rates : For Employers : State of Oregon](#) The Work will take place in Clackamas County, Oregon.

NOTE 1: Contractors are required to pay the higher wage classification between State (“BOLI”) and Federal (Davis-Bacon) for all Community Development Block Grant (“CDBG”) funded projects.

Federal Prevailing Wage Rates:

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$2,000. Contractor and all subcontractors shall comply with the provisions of the David-Bacon Act (40 U.S.C. 3141 et seq). The Fed. Prevailing Wage Rates shall be used for this Clackamas County Project: GENERAL DECISION NUMBER: OR20260001/ DATE: January 23, 2026/ MODIFICATION: 1/ TYPE: HIGHWAY, which can be downloaded at the following web address: SAM.gov

If the Davis-Bacon Prevailing Wage Rates change 10 days before the Bid Opening Date, Clackamas County Housing and Community Development Division will issue an Addendum providing the new wage rates.

NOTE 2: Contractors are required to pay the higher wage classification between State (“BOLI”) and Federal (Davis-Bacon) for all Community Development Block Grant (“CDBG”) funded projects.

Other Federal Requirements:

This project is financed through the Community Development Block Grant Program with funds obtained from the U.S. Department of Housing and Urban Development. The Contract will be subject to regulations of the federal Department of Labor (“DOL”) and Department of Housing and Urban Development (“HUD”). The successful Bidder will be required to comply with the provisions of section 3 of the Housing and Urban Development Act of 1968 as amended (herein referred to as section 3 requirements). Such provisions require that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low income residents of the metropolitan area in which the project is located and to businesses that provide economic opportunities for these persons. Bids exceeding \$200,000 must include an indication of whether or not the firm submitting the bid is a “section 3 business concern.” The Contractor shall commence no work on the project until the Contractor and every subcontractor has a public works bond filed with the Construction Board in accordance with ORS 279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.

This project will not be above \$200,000 dollars and will not qualify as a “HUD Section 3” covered contract.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2017), Supplemental General Conditions, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure

to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Engineer (read "Architect" throughout in lieu of Engineer as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Engineer in the Project Manual, the Bidder may submit to the Engineer a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Engineer may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of

material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Engineer approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the OregonBuys Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will

be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to

Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to acouncil@clackamas.us.

Article 17. Federal, State and Local Provisions

This project is financed through Federal funds from Clackamas County Health, Housing and Human, Community Development Division. Bidders' attention is particularly directed to the following contract provisions:

17.1 Federal Labor Standards (Davis-Bacon) Prevailing Wage Rates (Is applicable for this project.) The Successful Bidder will be required to comply with Federal Labor Standards Provisions, pay laborers and mechanics not less than the Federal Davis-Bacon prevailing wage rates as determined by the Secretary of Labor, and require his/her subcontractors to comply with these provisions under Davis-Bacon Act, as amended (40 U.S.C. 276a). General Contractor and Subcontractors are required to pay the higher wage classification for workers between BOLI and Davis-Bacon.

17.2 State of Oregon (Bureau of Labor and Industries) Wage Rates (Is applicable for this

project.) The Successful Bidder will be required on various work classifications to comply with State of Oregon Wage Rates. The Successful Bidder will have to compare the Federal (Davis-Bacon) to the State (BOLI) wage rates and pay the higher of the two wage decisions. Public work contracts are subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 276a are to be complied with. This is mandated by the Secretary of Labor and the Bureau of Labor and Industries effective as of January 1, 2006. Subcontractors are to comply with these provisions.

17.3 Debarment and Oregon State Licensing Requirements, Local Contract Review Board (LCRB) Rules

The Bidder shall not propose or contract with any subcontractor or other person or organization included in the Debarred, Suspended, and Ineligible Contractors list(s). Furthermore, the Bidder shall not be listed on the State of Oregon Debarred Contractors list, and must be registered on the State of Oregon Construction Contractors Board and possess a current license number.

17.4 Equal Employment Opportunity (General Conditions, Paragraph 15.10)

The Successful Bidder will be required to comply with the provisions as stated in the General Conditions - Abbreviated Construction Contract.

17.5 Federal HUD Section 3 Requirements

The successful Bidder will be required to comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 as amended (herein referred to as Section 3 requirements). Such provisions require that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low income residents of the metropolitan area in which the project is located and to businesses that provide economic opportunities for these persons.

Contracts exceeding \$200,000 are considered “Section 3 covered contracts.” Bids exceeding \$200,000 must include an indication of whether or not the firm submitting the bid is a “Section 3 business concern.”

A Section 3 business concern is defined by HUD regulations as a business concern:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents or, within three years of the date of first employment with the business concern, were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

A Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area in which the Section 3 covered assistance is expended, and who is a low-income person or a very low-income person. For purposes of this project residents of the Portland/Vancouver metropolitan area who are members of families meeting the following income limits are considered low or very low income persons.

HUD 2023 Income Limits- Portland-Vancouver-Hillsboro OR-WA Area		
Household Size	Very Low Income	Low Income
1 Person	\$39,500	\$63,150
2 Person	\$45,150	\$72,200
3 Person	\$50,800	\$81,200
4 Person	\$56,400	\$90,200
5 Person	\$60,950	\$97,450
6 Person	\$65,450	\$104,650
7 person	\$69,950	\$111,850
8 Person	\$74,450	\$119,100

If applicable, the Section 3 Clause required under 24 C.F.R. § 135.38 will be incorporated into this solicitation and any contract executed between Owner and Successful Bidder.

17.6 Notice of Requirement for Affirmative Action to Ensure Equal Employment

Opportunity - Executive Order 11246 (General Conditions, Paragraph 15.16):

17.7 The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Contract at Paragraphs 15.14 and 15.16 of the General Conditions.

17.8 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

MINORITY GOALS AND TIMETABLES

TIMETABLE	TRADE	GOAL (Percent)
Until further notice	All	4.5

FEMALE GOALS AND TIMETABLES

TIMETABLE	GOAL (Percent)
Until further notice	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a

violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is Clackamas County, Oregon.

17.9 Certification of Nonsegregated Facilities*

By signing the Bid Proposal, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restroom and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which

are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

17.10 Submission of Compliance Documents

In order to document this compliance with Community Development Division requirements and Federal regulations, the Successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including: (a) Contract and Sub-Contract Activity Form; (b) Clackamas County Female Owned Business Form; (c) Contractor/Subcontractor Contract Agreement, whether the contractor or subcontractor is a sole proprietor, an owner performing all work on the project, a contractor with no employees, or otherwise.

17.11 Disclosure of Proposed Subcontractors

For Subcontractors that provide bids to the Contractor (i.e. General) for this project, amounts of \$5,000 dollars and or greater, provide the following information to Clackamas County:

- 1) Company Name
- 2) Oregon CCB Number
- 3) Full Mailing Address
- 4) Federal Tax ID Number
- 5) Type of Trade Work for Project
- 6) Contracted Dollar Amount

Clackamas County will provide a HUD 2516 Form

17.12 Affirmative Action for Handicapped Workers (General Conditions, Paragraph 15.11)

The Successful Bidder will be required to comply with the U.S. Department of Labor Regulations prohibiting employment discrimination against and requiring affirmative action to employ mentally or physically handicapped workers.

17.13 State of Oregon Equal Employment Opportunity

The Successful Bidder will be required to comply with the requirements of ORS Chapter 659 relating to equal employment opportunity, including nondiscrimination on the basis of mental or physical



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Project Name: Arbor Terrace ADA Sidewalks & Ramps Improvements Project
(CD #1951)**

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

- 1. Mandatory Pre-Bid Conference** will be conducted on **March 12, 2026 at 2:00 PM**. Bidders shall meet with County representatives at the Arbor Terrace Apartments at 120 N Cole Street, Molalla, OR, 97038, for that purpose. Attendance will be documented through a sign-in sheet prepared by the County representative.
- 2. Electronic Submissions** to the County is required for all bids for this project and are to be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically. Email submissions to Clackamas County email addresses of acouncil@clackamas.us. Once a bid has been successfully received a confirmation email will be sent to the bidder acknowledging with “Received” response by Amy Council.
- 3. Qualifying Bidders Mandatory Requirements** are bidders have performed equal size and scope of work within the last 5 years. Bidders must have experience producing and monitoring Prevailing Wage verification of wages paid to workers, along with review and submission of Certified Payrolls. The awarded bidder will be responsible for ensuring all contractors that perform work on this project are applying the correct wage determination for each classification for the higher wage between federal Davis-Bacon or state BOLI publications.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/85906935858>

Meeting ID: 859 0693 5858

One tap mobile

+16699006833,,85906935858# US (San Jose)

+17193594580,,85906935858# US

Join instructions

<https://clackamascounty.zoom.us/meetings/85906935858/invitations?signature=wo1zFUGciMrKl0uW1gfR5OPZKxlxGQn4On4viNio8SQ>

**The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.

- 4. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted to the Contact Information Analyst listed on Notice of Contract Opportunity, acouncil@clackamas.us.

“Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: Troy Scott Bowman DBA Bowman Construction Total Contract Amount:
 Project Name: Arbor Terrace Apartments ADA Sidewalk & Ramps Improvements Project / 127 N Cole Avenue, Molalla, OR 97038 (CD# 1951)

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM (GFE not required)	
<u>Demo excavation Landscaping</u>	<u>Truck INGR Prep Aggregate BASE Erosion Control</u>

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Email to Amy Council, 2051 Kaen Road, Oregon City, OR 97045 or email to acouncil@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <u>Superior fence Construction</u> Address <u>10061 SE Powell Blvd</u> City/St/Zip <u>Portland, OR 97266</u> Phone# <u>503-760-7725</u> OCCB# <u>70422</u>	<u>fence for trash enclosures</u>	<u>\$9,927</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>Rose City Paving</u> Address <u>P.O. Box 1598</u> City/St/Zip <u>Boring, OR 97009</u> Phone# <u>503-665-2330</u> OCCB# <u>185289</u>	<u>Paving</u>	<u>\$46,000.00</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <u>LM Construction</u> Address <u>P.O. Box 1445</u> City/St/Zip <u>Brush Prairie, WA 98606</u> Phone# <u>360-989-4779</u> OCCB# <u>160676</u>	<u>Concrete</u>	<u>\$71,700</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:

Project: Arbor Terrace Apartments ADA Sidewalks & Ramps Improvements Project (CD #1951)

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Superior fence & Construction	fence				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9,927.00		
Pacific fence & wire	fence				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10,731.00	Price	
Rose city Paving	Paving				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	46,000.00		Includes Paint
S-Z Contracting	Paving				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	56,550	Price	
East side Paving	Paving				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	44,325	Does not include Paint	
LM Construction	Concrete				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	71,708		
Bedrock	Concrete				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No response	

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: Arbor Terrace Apartments ADA Sidewalks & Ramps Improvements Project (CD# 1951)

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: Arbor Terrace Apartments ADA Sidewalks & Ramps Improvements Project
(CD #1951)

We, Troy Scott Bowman dba: Bowman Construction, as "Principal,"
(Name of Principal)

and FCCI Insurance Company, an Florida Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10% Percent of the Total Amount Bid)

Ten Percent of the Total Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. CD#1951) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 31st day of March, 2026.

Principal: Troy Scott Bowman

Surety: FCCI Insurance Company

By: [Signature]
Signature

By: Attorney-In-Fact [Signature]

Owner
Official Capacity

Jennifer Stonehocker
Name

Attest: _____
Corporation Secretary

696 Mistletoe Rd
Address

Ashland OR 97520
City State Zip
541-488-4014 541-488-4017
Phone Fax





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jennifer Stonehocker; Suzanne Thuren

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 31st day of March, 2026

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: Arbor Terrace Apartments ADA Sidewalk & Ramp Improvements Project (CD #1951)
BID CLOSING: April 2, 2026, 3:00 PM, Pacific Time
BID OPENING: April 2, 2026, 3:05 PM, Pacific Time

FROM: Troy Scott Bowman
Bidder's Name (must be full legal name, not ABN/DBA)

EMAIL: Amy Council, Project Coordinator, acouncil@clackamas.us

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of _____; or
- c. A corporation organized under the laws of the State of _____; or
- d. A limited liability corporation organized under the laws of the State of _____;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Project Basic Bid Schedule, see Page 2:

One hundred eighty five thousand ten Dollars (\$ 185,010.⁰⁰)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

• ADDENDA numbered 1 through 1, inclusive (fill in blanks)

Arbor Terrace Apartments ADA Sidewalk & Ramp Improvements Project

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: **ADA Sidewalk & Ramp Improvements for sidewalk and access ramps replacements and parking lot resurface.**

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with Section D of the Clackamas County General Conditions: **Provide attached Base Bid Schedule with Bid, see below.**

Base Bid Schedule

Item No.	Description	Quantity	Unit	Unit Price	Total
GENERAL REQUIREMENTS					
Div 01	Workplace Harassment Prevention Plan	1	LS	\$ 500.00	\$ 500.00
TEMPORARY FEATURES AND APPURTENANCES					
Div 02	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
Div 02	Temporary Work Zone Traffic Control Complete	1	LS	\$ 1,000.00	\$ 1,000.00
Div 02	Erosion Control	1	LS	\$ 500.00	\$ 500.00
Div 02	Sediment Barrier, Type 8	47	FT	\$ 25.00	\$ 1,175.00
Div 02	Inlet Protection, Type 5	2	EA	\$ 150.00	\$ 300.00
ROADWORK					
Div 03	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00
Div 03	Asphalt Saw Cutting	26	LF	\$ 12.00	\$ 312.00
Div 03	Concrete Saw Cutting	65	LF	\$ 7.00	\$ 455.00
Div 03	Removal of Concrete Curbs	340	LF	\$ 8.75	\$ 2,975.00
Div 03	Removal of Concrete Sidewalk	440	SY	\$ 25.00	\$ 11,000.00
Div 03	Removal of Asphalt Pavement	12,570	SF	\$ 0.75	\$ 9,427.50
Div 03	Removal of Dumpster Enclosure	1	EA	\$ 2,500.00	\$ 2,500.00
Div 03	Removal of Accessible Parking Sign	3	EA	\$ 50.00	\$ 150.00
Div 03	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	4	EA	\$ 150.00	\$ 600.00
Div 03	General Excavation	5	CY	\$ 1,000.00	\$ 5,000.00
BASES					
Div 06	Aggregate Base	150	TON	\$ 45.00	\$ 6,750.00
WEARING SURFACES					
Div 07	Level 2, 1/2" (PG 64-22) HMAC	315	TON	\$ 120.00	\$ 37,800.00
Div 07	16" Tall Vertical Concrete Curb	310	FT	\$ 35.25	\$ 10,927.50
Div 07	Concrete Dumpster Enclosure Pad	40	SY	\$ 112.50	\$ 4,500.00
Div 07	Concrete Sidewalk	380	SY	\$ 97.90	\$ 37,202.00
Div 07	Asphalt Speed Bump (Painted Yellow)	3	EA	\$ 500.00	\$ 1,500.00
Div 07	ADA Ramp Improvements	5	EA	\$ 4,510.00	\$ 22,550.00
PERMANENT TRAFFIC SAFETY & GUIDANCE					
Div 08	4" White Extruded, Surface, Non-Profiled	700	FT	\$ 0.57	\$ 400.00
Div 08	Thermoplastic, Symbol, Type AB, Handicap Symbol	3	EA	\$ 400.00	\$ 1,200.00
Div 08	Parking Stall Labels (White)	31	EA	\$ 12.00	\$ 372.00
Div 08	Painted Vertical Curb (Red)	65	LF	\$ 2.15	\$ 140.00

Div 08	Installation of Accessible Parking Sign	3	EA	\$ 125.00	\$ 375.00
	RIGHT OF WAY DEVELOPMENT & CONTROL				
Div 10	Permanent Seeding Mix No. 1	0.1	ACRE	\$ 750.00	\$ 750.00
Div 10	Topsoil (2" Thick)	5	CY	\$ 325.00	\$ 1,625.00
Div 10	Chain Link Fence (6' tall)	60	LF	\$ 157.90	\$ 9,474.00
Div 10	Chain Link Fence Gate (8' Dbl. Swing)	1	EA	\$ 1,700.00	\$ 1,700.00
Div 10	Chain Link Fence Gate (4' Swing)	1	EA	\$ 850.00	\$ 850.00
Base Bid	\$ 185,010.00				
					Bid Alternate A Provide a "Net Add" Cost Estimate for Each Alternative Below
	ROADWORK				
Div 03	Removal of Concrete Curbs	25	LF	\$ 10.00	\$ 250.00
Div 03	Removal of Concrete Sidewalk	22	SY	\$ 30.00	\$ 660.00
Div 03	Removal of Dumpster Enclosure	1	EA	\$ 1,500.00	\$ 1,500.00
	WEARING SURFACES				
Div 07	Level 2, 1/2" (PG 64-22) HMAC	2	TON	\$ 250.00	\$ 500.00
Div 07	Concrete Dumpster Enclosure Pad	24	SY	\$ 110.41	\$ 2,649.84
Div 07	Concrete Sidewalk	12	SY	\$ 101.50	\$ 1,218.00
	RIGHT OF WAY DEVELOPMENT & CONTROL				
Div 10	Chain Link Fence (6' tall)	45	LF	\$ 203.25	\$ 9,146.25
Div 10	Chain Link Fence Gate (8' Dbl. Swing)	1	EA	\$ 1,700.00	\$ 1,700.00
Div 10	Chain Link Fence Gate (4' Swing)	1	EA	\$ 850.00	\$ 850.00
Alternate Bid	\$ 18,474.13				

4. The work shall be completed within the time stipulated and specified in the Clackamas County Public Works Improvements, Contract Form B-6 item 4. Contract Dates, page 2.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

FCCI Insurance Company
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 223062. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is Saif Corporation, Policy No. 100051184, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: _____, Cell Phone: _____
Project Manager: Troy Bowman, Cell Phone: 503-680-3159
Job Superintendent: Rick Bennit, Cell Phone: 503-894-1714
Project Engineer: _____, Cell Phone: _____

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Troy Scott Bowman Bowman Construction
ADDRESS 33964 SE Francis Rd
Gresham, OR 97080
TELEPHONE NO 503-680-3159
EMAIL Bowman84@yahoo.com
SIGNATURE 1) [Signature]
Sole Individual
or 2) _____
Partner
or 3) _____
Authorized Officer or Employee of Corporation

***** **END OF BID** *****

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: Arbor Terrace Apartments ADA Sidewalk & Ramps Improvements Project
(CD #1951)

BID OPENING: April 2, 2026 3:00 PM (Pacific Time)

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: acouncil@clackamas.us It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.


List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	Rose City Paving	\$46,000.00	PAVING
2.	LM Construction	\$71,708.00	Concrete
3.	Superior fence & Construction	\$9,927.00	fence
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Troy Scott Bowman DBA Bowman Construction

Bidder Signature:  Phone # 503-680-3169



CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS November 21, 2024

INSTRUCTIONS: The attached Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions") apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

TABLE OF SECTIONS

SECTION A - GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B - ADMINISTRATION OF THE CONTRACT

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS

SECTION C - WAGES AND LABOR

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D - CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E - PAYMENTS

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F - PROJECT SITE CONDITIONS

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP

SECTION G - INDEMNITY, BONDING AND INSURANCE

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H - SCHEDULE OF WORK

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I - CORRECTION OF WORK

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE
- J.6 ACTION UPON TERMINATION

SECTION K - CONTRACT CLOSE-OUT

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

SECTION L - GENERAL PROVISIONS

- L.1 NO THIRD PARY BENEFICIARIES
- L.2 SEVERABILITY
- L.3 ACCESS TO RECORDS
- L.4 WAIVER
- L.5 SUCCESSORS IN INTEREST
- L.6 GOVERNING LAW
- L.7 APPLICABLE LAW
- L.8 NON-EXCLUSIVE RIGHTS & REMEDIES
- L.9 INTERPRETATION
- L.10 DEBT LIMITATION
- L.11 LITIGATION
- L.12 SURVIVAL
- L.13 ACCESS TO RECORDS
- L.14 WAIVER
- L.15 NO ATTORNEY FEES

**CLACKAMAS COUNTY GENERAL CONDITIONS
FOR PUBLIC IMPROVEMENT CONTRACTS
("County General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

APPLICABLE LAWS, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

APPROVED BY CONTRACTING AGENCY, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

AVOIDABLE DELAYS, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

BIDDER, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

CHANGE ORDER, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total price reflected in the Contract.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DEFECTIVE WORK, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

OFFER, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PRODUCT DATA, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

PROJECT SITE, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

PUNCH LIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

SAMPLES, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

SOLICITATION DOCUMENT, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

UNAVOIDABLE DELAYS, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

WORK, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

A.2 SCOPE OF WORK

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

- B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

B.6 SUPERINTENDENCE

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

- B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

B.8 SUBCONTRACTS AND ASSIGNMENT

- B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.9 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

B.10 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

B.11 ALLOWANCES

- B.11.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
 - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
 - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

B.13 SUBSTITUTIONS

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.14 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

SECTION C
WAGES AND LABOR

C.1 PREVAILING WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5th) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
 - C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
 - C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
 - C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
 - C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

C.4 PAYMENT FOR MEDICAL CARE

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which 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.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) Unit Pricing: Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) Fixed Fee: If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.

(c) Time and Material: In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2nd Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 st Tier Sub Contractor	5%	\$1,000.00
2 nd Tier Sub Contractor	10%	\$22,000.00

(d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____
Dated: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

SECTION F PROJECT SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

F.3 CUTTING AND PATCHING

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 DEMOLITION

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents. If the Contract Price is increased, Contractor shall increase its payment and performance bonds to reflect the amended Contract Price.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its

Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 General Liability Insurance:

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired

vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's

expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.

H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

H.3 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay

Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
 - (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;
 - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
 - (e) Time required to investigate differing Project Site conditions; or
 - (f) Any reason considered to be in the public interest.

- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
 - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
 - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
 - (f) If Contractor is otherwise in breach of any part of the Contract; or
 - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.
- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in

addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record

Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

K.3 COMPLETION NOTICES

K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

K.4 TRAINING

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

K.5 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

K.6 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

K.7 CERTIFICATE OF OCCUPANCY

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.8 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

SECTION L GENERAL PROVISIONS

L.1 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

L.2 SEVERABILITY

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L.3 ACCESS TO RECORDS

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.4 WAIVER

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

L.5 SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

L.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

L.7 APPLICABLE LAW

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

L.9 INTERPRETATION

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

L.10 DEBT LIMITATION

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

L.11 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it

shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

L. 12 SURVIVAL

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

L.13 ACCESS TO RECORDS

L.13.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.13.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

L.14 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

L. 15 NO ATTORNEY FEES.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS**

PROJECT: Arbor Terrace Building Improvements (CD #1951)

The following modifies the November 21, 2024 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.

1. Permits

Section B.4-Permits of the County General Conditions is hereby deleted in its entirety and replaced with the following:

B.4 PERMITS

The County shall obtain and pay for all necessary project permits. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities.

2. Liquidated Damages

The following sections are added to Section D.2 - Delays:

D.2.3 DAMAGES FOR DELAY – LIQUIDATED DAMAGES

- (a) It is imperative that the Work in this Contract reach Substantial Completion by 120 days from issuance of Notice To Proceed, and as further required in the Plans and Specifications and Section 10 of the Contract. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.
- (b) If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor’s failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum of \$500 (five hundred dollars) per calendar past the Substantial Completion Date. The Contractor further agrees the stipulated sum is not a penalty.

3. Indemnity, Bonding, and Insurance

Remove and replace section G.3.4.1 with the following:

Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

4. Good Faith Effort

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 7002074

Project Name: Arbor Terrace ADA Sidewalks & Ramps Improvements Project (CD#1951)

FCCI Insurance Company (Surety #1) Bond Amount No. 1: \$ 203,500.00
(Surety #2)* Bond Amount No. 2:* \$
* If using multiple sureties Total Penal Sum of Bond: \$ 203,500.00

We, Troy Scott Bowman dba: Bowman Construction as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Three Thousand Five Hundred & No/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 7th day of May, 2026.



PRINCIPAL: Troy Scott Bowman dba: Bowman Construction

By: _____
Signature


Official Capacity

Attest: _____
Corporation Secretary

SURETY: FCCI Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Jennifer Stonehocker
Name


Signature

6300 University Parkway
Address

Sarasota FL 34240

City 800-226-3224 State 800-226-3243 Zip

Phone _____ Fax _____



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 7002074

Project Name: Arbor Terrace Apartments ADA Sidewalk & Ramps Improvements Project (CD #1951)

FCCI Insurance Company(Surety #1) Bond Amount No. 1: \$ 203,500.00
(Surety #2)* Bond Amount No. 2:* \$
* If using multiple sureties Total Penal Sum of Bond: \$ 203,500.00

We, Troy Scott Bowman dba; Bowman Construction, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Three Thousand Five Hundred and No/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or

materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 7th day of May, 2026.



PRINCIPAL: Troy Scott Bowman dba: Bowman Construction

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: FCCI Insurance Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Jennifer Stonehocker

JS Name

Signature

6300 University Parkway
Address

Sarasota FL 34240

City State Zip

800-226-3224 800-226-3243

Phone Fax

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts



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



CHRISTINA E. STEPHENSON
Labor Commissioner

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

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

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

A handwritten signature in blue ink, appearing to read "C.E. Stephenson".

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
- Apprenticeship rates



TABLE OF CONTENTS

JANUARY 5, 2026

Required Postings for Contractors and Subcontractors..... 1

Public Works Bonds..... 2

Finding the Correct Prevailing Wage Rate..... 3

Prevailing Wage Rates by Occupations..... 4

List of Ineligible Contractors..... 27

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

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

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

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

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

WORK SCHEDULE

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

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

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

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

PUBLIC WORKS BONDS

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

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

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

Exemptions:

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

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

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

To find the correct rate in this rate book:

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

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

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at <https://www.oregon.gov/boli/employers/Documents/2024%20PWR%20Law%20book%20-%20FINAL.pdf>.

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

Prevailing Wage Rates by Occupations—Table of Contents

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

Asbestos Worker/Insulator	5
Boilermaker	5
Bricklayer/Stonemason	5
Bridge and Highway Carpenter (See Carpenter Group 5)	5
Carpenter	5
Cement Mason	6
Diver	7
Diver Tender	7
Dredger	7
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	8
Drywall Taper (See Painter & Drywall Taper)	17
Electrician	9
Elevator Constructor, Installer and Mechanic	13
Fence Constructor (Non-Metal)	13
Fence Erector (Metal)	13
Flagger (Laborer Group 1)	14
Glazier	13
Hazardous Materials Handler	13
Highway/Parking Striper	13
Ironworker	14
Laborer	14
Landscape Laborer/Technician	15
Limited Energy Electrician	15
Line Constructor	17
Marble Setter	17
Millwright Group 1 (See Carpenter Group 3)	5
Painter & Drywall Taper	18
Piledriver (See Carpenter Group 6)	5
Plasterer and Stucco Mason	18
Plumber/Pipefitter/Steamfitter	18
Power Equipment Operator	19
Roofer	21
Sheet Metal Worker	22
Soft Floor Layer	24
Sprinkler Fitter	24
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	24
Tender to Plasterer and Stucco Mason	25
Testing and Balancing (TAB) Technician	25
Tile Setter/Terrazzo Worker: Hard Tile Setter	25
Tile, Terrazzo, and Marble Finisher	25
Truck Driver	26

ASBESTOS WORKER/INSULATOR

62.02 25.42

Firestop Containment

48.74 18.89

BOILERMAKER

45.33 32.22

BRICKLAYER/STONEMASON

49.60 25.92

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

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

CARPENTER

Zone A (Base Rate)

Group 1

54.69 16.81

Group 2

54.86 16.81

Group 3 (Millwrights)

61.57 22.38

Group 4

Eliminated

Group 5 (Bridge & Highway)

56.06 16.81

Group 6 (Piledrivers)

56.06 16.81

Zone Differential for Carpenters - Add to Zone A Base Rate

- Zone B **1.25** per hour
- Zone C **1.70** per hour
- Zone D **2.00** per hour
- Zone E **3.00** per hour
- Zone F **5.00** per hour
- Zone G **10.00** per hour

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

Reference Cities for Group 1 and 2 Carpenters

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

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

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

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

Group 1, 2, 5, and 6:

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

Group 1, 2, and 3:

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

Group 5 and 6:

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

Group 6:

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

CEMENT MASON

This trade is tended by "Concrete Laborer."

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

Zone Differential for Cement Mason - Add to Basic Hourly Rate

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

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

See more information on Reference Cities for Zone Differential on page 7.

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor’s place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	108.33	20.40
DIVER TENDER	64.32	20.40

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

Diver Depth Pay:

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

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

Diver Enclosure Pay (working without vertical escape):

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

DREDGER

Zone A (Base Rate)

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

See more information on Zone Differential on page 8.

DREDGER (continued)

Zone Differential for Dredgers – Add to Zone A Base Rate

- Zone B: **3.00** per hour
- Zone C: **6.00** per hour

Zone mileage based on road miles:

- Zone A: Center of jobsite to no more than 30 miles from the **City Hall of Portland**.
- Zone B: More than 30 miles but not more than 60 miles.
- Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

1. DRYWALL INSTALLER	54.49	17.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	54.49	17.01

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

- Zone B 61-80 miles **6.00** per hour
- Zone C 81-100 miles **9.00** per hour
- Zone D 101 or more **12.00** per hour

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

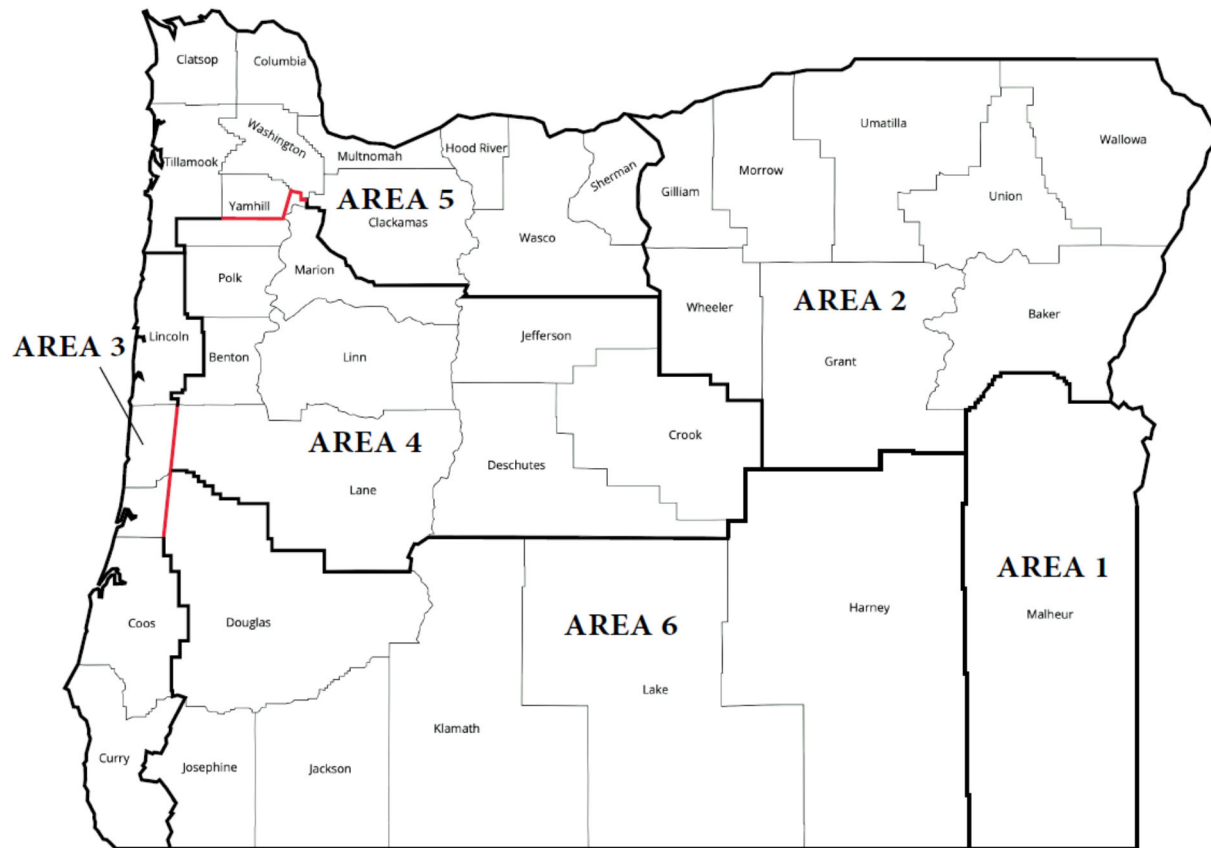
Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

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

ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



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

Area 1

Electrician	45.33	20.41
Wireman Welder/Cable Splicer	49.86	20.66

Reference County

Malheur

Shift Differential*

- 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; and (3) When working from suspended or swinging scaffolds or boson’s chairs.

ELECTRICIAN (continued)

Area 2

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

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

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

Area 3

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

Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

Shift Differential*

- 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:

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

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

ELECTRICIAN (continued)

Area 4

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

Reference Counties for Area 4

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

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

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

Shift Differential*

1 st Shift “day”	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 1:00am	– 8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 9:00am	– 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

Area 5

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

Reference Counties

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

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

Shift Differential*

1 st Shift “day”	Between the hours of 7:00am and 5:30pm	– 8 hours pay for 8 hours work
2 nd Shift “swing”	Between the hours of 4:30pm and 3:00am	– 8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift “graveyard”	Between the hours of 12:30am and 11:00am	– 8 hours pay for 8 hours work plus 31.4% for all hours worked.

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

See more information about Zone Pay on page 12.

ELECTRICIAN (continued)

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

Zone mileage based on air miles:

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

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

- Astoria Seaside Tillamook
- Hood River The Dalles

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

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

Area 6

Electrician	47.04	21.84
Lighting Maintenance and Material Handler	23.53	11.21

Reference Counties

- Douglas (e) Jackson Klamath
- Harney Josephine Lake

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

Shift Differential*

- 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.

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

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

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

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic 70.47 44.62

Reference Counties

Baker Union Wallowa

Umatilla – **See Area 2 rate**

Area 2

Mechanic 70.76 44.65

Reference Counties

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

FENCE CONSTRUCTOR (NON-METAL) 41.10 18.30

FENCE ERECTOR (METAL) 41.10 18.30

GLAZIER 53.15 23.31

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

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

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

HAZARDOUS MATERIALS HANDLER 31.03 18.18

HIGHWAY/PARKING STRIPER 71.89 19.50

IRONWORKER

Zone 1 (Base Rate): **49.80** **34.98**

Zone Differential for Ironworker – Add to Basic Hourly Rate

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

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

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

Reference Cities and Dispatch Center

Portland

LABORER

<u>Zone A (Base Rate):</u>		
Group 1 (Includes Flagger)	41.10	18.30
Group 2	42.47	18.30
Group 3	43.00	18.30
Group 4	36.13	18.30
Group 5 (Landscape Laborer)	29.42	18.30

Zone Differential for Laborers Add to Zone A Base Rate

- Zone B: **.85** per hour
- Zone C: **1.25** per hour
- Zone D: **2.00** per hour
- Zone E: **4.00** per hour
- Zone F: **5.00** per hour

- Zone A: Projects located within 30 miles of city hall in the reference cities listed.
- Zone B: More than 30 miles but less than 40 miles.
- Zone C: More than 40 miles but less than 50 miles.
- Zone D: More than 50 miles but less than 80 miles.
- Zone E: More than 80 miles but less than 100 miles.
- Zone F: More than 100 miles.

Reference Cities for Laborer

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

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

LABORER (Continued)

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

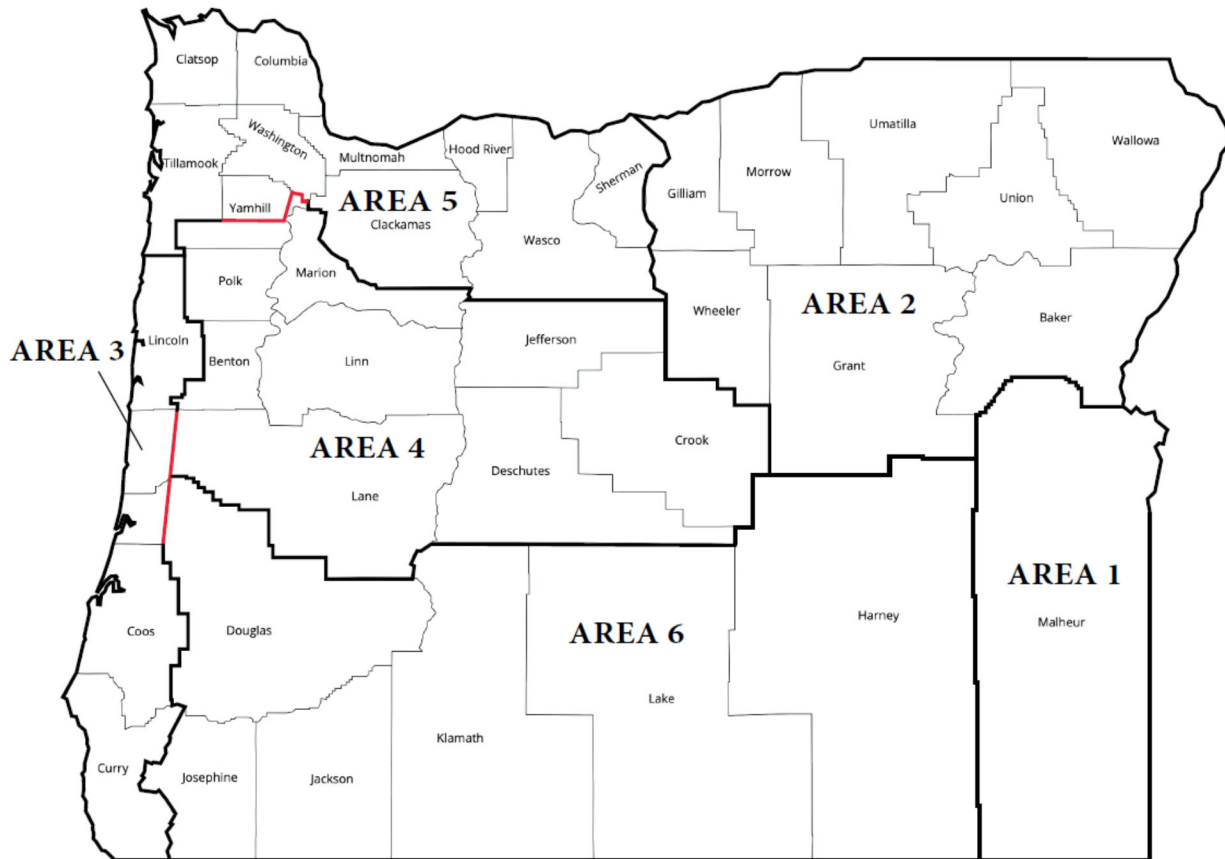
Any Laborer working in Live Sewers shall receive forty dollars (\$40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5)

See Laborer Group 5 Rate

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



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

Area 1

37.90

18.10

Reference County

Malheur

LIMITED ENERGY ELECTRICIAN (continued)

Area 2 **40.47** **18.76**

Reference Counties

Baker Grant Umatilla Wallowa
Gilliam Morrow Union Wheeler

Area 3 **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 **44.79** **20.39**

Reference Counties

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

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

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

Area 5 **54.50** **28.76**

Reference Counties

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

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

Area 6 **36.58** **19.00**

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)

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

Reference Counties

All counties

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

MARBLE SETTER

50.60 25.92

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

PAINTER & DRYWALL TAPER

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

Shift Differential for Painter

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

DRYWALL TAPER

<u>Zone A (Base Rate)</u>	48.02	21.53
---------------------------	--------------	--------------

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

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

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

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

PAINTER & DRYWALL TAPER (continued)

Dispatch Cities for Drywall Taper

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

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by “Tenders to Plasterers.”

<u>Zone A</u> (Base Rate)	46.56	19.83
---------------------------	--------------	--------------

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

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

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

Reference Cities for Plasterer & Stucco Mason

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

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

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

PLUMBER/PIPEFITTER/STEAMFITTER

<u>Area 1</u>	-----	-----
----------------------	-------	-------

Reference Counties

- Harney – **See Area 3 rates** Malheur – **See Area 3 rates**
- Baker – **See Area 2 rates**

<u>Area 2</u>	65.20	34.91
----------------------	--------------	--------------

Reference Counties

Baker	Morrow	Wallowa
Gilliam	Union	Wheeler
Grant	Umatilla	

See more information about Zone Pay on page 19

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Zone Differential for Area 2 – Add to Base Rate

Zone 2: **10.62/hr.** not to exceed \$80.00 day.

Zone mileage based on road miles:

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

Add \$1.00 to base rate 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

60.77

37.10

Reference Counties

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

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

Umatilla – **See Area 2 rates** Wheeler – **See Area 2 rates**

POWER EQUIPMENT OPERATOR

POWER EQUIPMENT OPERATOR MAP



POWER EQUIPMENT OPERATOR (continued)

Zone 1 (Base Rate)

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

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

Zone 2: 3.00 per hour
 Zone 3: 6.00 per hour

For projects in the following metropolitan counties:

Clackamas Marion Washington
 Columbia Multnomah Yamhill

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

Reference cities for projects in all remaining counties:

Albany Coos Bay Grants Pass Medford
 Bend Eugene Klamath Falls Roseburg

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

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

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

POWER EQUIPMENT OPERATOR (continued)

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

Add \$0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add \$0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add \$0.50 to the base rate for employees who do "pioneer" work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

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

Shift Differential

Two-Shift Operations:

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

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

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

ROOFER

Area 1

44.51

22.70

Reference Counties

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

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

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

ROOFER (continued)

Area 2 **40.15** **18.97**

Reference Counties

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

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

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

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

Area 4 **44.51** **22.70**

Reference County

Umatilla Union Wallowa

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

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

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

Area 5 **44.51** **22.70**

Reference County

Morrow

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

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

SHEET METAL WORKER

Area 1 **56.24** **32.77**

Reference Counties

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

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

SHEET METAL WORKER (Continued)

Swing Shift Operations:

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

Graveyard Shift Operations:

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

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

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

Area 2

Reference Counties

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

Area 3

50.00

28.37

Reference Counties

Baker Union Wallowa

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

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

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

Area 4

45.14

30.45

Reference Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

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

Swing Shift Operations:

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

Graveyard Shift Operations:

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

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

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

SHEET METAL WORKER (Continued)

Area 5 **45.45** **31.54**

Reference Counties

Coos Curry

Swing Shift Operations:

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

Graveyard Shift Operations:

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

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

SOFT FLOOR LAYER **44.28** **19.17**

SPRINKLER FITTER

Area 1 **51.65** **28.87**

Reference Counties

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

Area 2 **44.40** **28.86**

Reference Counties

Baker	Union	Wallowa		
Gilliam – See Area 1 rate		Malheur – See Area 1 rate		Umatilla – See Area 1 rate
Grant – See Area 1 rate		Morrow – See Area 1 rate		

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

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

TENDER TO PLASTERER AND STUCCO MASON

<u>Zone A (Base Rate)</u>	44.79	18.30
---------------------------	--------------	--------------

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

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

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

Reference Cities

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

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

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the Sheet Metal classification, including Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER RATE**

For work performed under the Plumber/Pipefitter/Steamfitter classification, including Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER RATE**

<u>TILE SETTER/TERRAZZO WORKER: Hard Tile Setter</u>	43.93	22.51
---	--------------	--------------

This trade is tended by “Tile, Terrazzo, & Marble Finisher.” Add \$2.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkox acetylene.

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER	32.68	16.93
-----------------------------------	--------------	--------------

Add \$2.00 when performing terrazzo work.

Add \$1.00 when working with epoxy, furnane, or alkox acetylene.

2. BRICK & MARBLE FINISHER	32.68	17.06
---------------------------------------	--------------	--------------

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

TRUCK DRIVER

Zone A (Base Rate)

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

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

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

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

Reference Cities

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

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

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

To: All Oregon Contracting Agencies

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

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

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

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

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

* Not to be removed from debarment.

Prevailing Wage Rate Laws Handbook

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

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

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

ASBESTOS WORKER

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

BOILERMAKER

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

BRICK AND MARBLE FINISHER

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

BRICKLAYER

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

CARPENTER

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>CEMENT MASON</u>				
	Hours			
\$46.13	1-1000	55%	\$25.95	\$20.91
\$22.31	1001-2000	65%	\$30.74	\$20.91
	2001-3000	70%	\$33.14	\$20.91
	3001-4000	75%	\$35.54	\$20.91
	4001-5000	85%	\$40.34	\$20.91
	5001-6000	90%	\$42.73	\$20.91
<u>DRYWALL INSTALLER</u>				
	Period			
\$54.49	1st	60%	\$32.69	\$10.11
\$17.01	2nd	65%	\$35.42	\$10.11
	3rd	70%	\$38.14	\$17.01
	4th	75%	\$40.87	\$17.01
	5th	80%	\$43.59	\$17.01
	6th	85%	\$46.32	\$17.01
	7th	90%	\$49.04	\$17.01
	8th	95%	\$51.77	\$17.01
<u>DRYWALL TAPER</u>				
	Hours			
\$48.02	1st 1000	60%	\$28.81	\$9.16
\$21.53	2nd 1000	70%	\$33.61	\$9.16
	3rd 1000	75%	\$36.02	\$21.53
	4th 1000	80%	\$38.42	\$21.53
	5th 1000	85%	\$40.82	\$21.53
	6th 1000	90%	\$43.22	\$21.53
<u>ELECTRICIAN</u>				
	Area 1			
	Period			
\$45.33	1st	49%	\$22.21	\$11.02
\$20.41	2nd	54%	\$24.48	\$11.15
	3rd	59%	\$26.74	\$16.06
	4th	64%	\$29.01	\$16.59
	5th	74%	\$33.54	\$17.65
	6th	84%	\$38.08	\$18.72
	Area 2			
	Period			
\$60.00	1st	40%	\$24.00	\$11.25
\$27.78	2nd	45%	\$27.00	\$18.68
	3rd	50%	\$30.00	\$19.51
	4th	65%	\$39.00	\$21.99
	5th	80%	\$48.00	\$24.47
	6th	85%	\$51.00	\$25.30

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

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 FEBRUARY 18, 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

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

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

GLAZIER

Period

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

HIGHWAY PARKING STRIPER

Hours

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

IRONWORKER

Period

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

Journeyman Base Hourly Rate		Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate		Hours	Rate	Rate
<u>LABORER</u>				
	Group 1			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 2			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 3			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30
	Group 4			
\$41.10		63%	\$25.89	\$18.30
\$18.30		70%	\$28.77	\$18.30
		80%	\$32.88	\$18.30
		90%	\$36.99	\$18.30

LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

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

LIMITED ENERGY ELECTRICIAN

	Area 1	Period		
\$37.90		1st	\$18.95	\$10.65
\$18.10		2nd	\$20.85	\$10.74
		3rd	\$22.74	\$14.74
		4th	\$24.64	\$15.16
		5th	\$26.53	\$15.58
		6th	\$30.32	\$16.42

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
<u>LIMITED ENERGY ELECTRICIAN</u> (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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 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

	Percentage / Hours	Base Hourly Rate	Fringe Rate
--	-----------------------	---------------------	----------------

LINE CONSTRUCTOR

Area 1 & Area 2/Group 2

	<i>Period</i>			
Lineman Only				
\$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

\$50.60	1-1000	50%	\$25.30	\$25.92
\$25.92	1000-2000	55%	\$27.83	\$25.92
	2000-3000	60%	\$30.36	\$25.92
	3000-4000	70%	\$35.42	\$25.92
	4000-5000	80%	\$40.48	\$25.92
	5000-6000	90%	\$45.54	\$25.92

PAINTER

Commercial

\$37.74		70%	\$26.42	\$9.13
\$16.82		75%	\$28.31	\$9.13
		80%	\$30.19	\$9.13
		85%	\$32.08	\$16.82
		90%	\$33.97	\$16.82
		95%	\$35.85	\$16.82

Industrial

\$39.94		70%	\$27.96	\$9.13
\$16.82		75%	\$29.96	\$9.13
		80%	\$31.95	\$9.13
		85%	\$33.95	\$16.82
		90%	\$35.95	\$16.82
		95%	\$37.94	\$16.82

Bridge

\$46.83		70%	\$32.78	\$9.13
\$16.82		75%	\$35.12	\$9.13
		80%	\$37.46	\$9.13
		85%	\$39.81	\$16.82
		90%	\$42.15	\$16.82
		95%	\$44.49	\$16.82

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

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			
\$34.91	Period		
	1st 6 months	45%	\$29.34
	2nd 6 months	50%	\$32.60
	3rd 6 months	55%	\$35.86
	4th 6 months	60%	\$39.12
	5th 6 months	65%	\$42.38
	6th 6 months	70%	\$45.64
	7th 6 months	75%	\$48.90
	8th 6 months	80%	\$52.16
	9th 6 months	85%	\$55.42
	10th 6 months	85%	\$55.42

Area 3

\$60.77			
\$37.10	Period		
	1st 6 months	40%	\$24.31
	2nd 6 months	50%	\$30.39
	3rd 6 months	55%	\$33.42
	4th 6 months	60%	\$36.46
	5th 6 months	65%	\$39.50
	6th 6 months	70%	\$42.54
	7th 6 months	75%	\$45.58
	8th 6 months	80%	\$48.62
	9th 6 months	85%	\$51.65
	10th 6 months	90%	\$54.69

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

Journeyman Base Hourly Rate			Percentage /	Base Hourly	Fringe
Journeyman Fringe Rate			Hours	Rate	Rate
<u>POWER EQUIPMENT OPERATOR</u>					
	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 FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

SHEET METAL WORKER

Area 1

\$56.24		50%	\$28.15	\$27.58
\$32.77		55%	\$30.95	\$27.72
		60%	\$33.76	\$27.86
		65%	\$36.57	\$28.00
		70%	\$39.38	\$28.14
		75%	\$42.19	\$28.28
		80%	\$45.00	\$28.42
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56
		85%	\$47.81	\$28.56

Area 2

Baker County (See Area 3 Rates)

Malheur County (See Area 4 Rates)

Area 3

\$50.00	1st year/1st half	55%	\$27.50	\$16.45
\$28.37	1st year/2nd half	55%	\$28.75	\$18.65
		60%	\$30.00	\$22.12
		70%	\$35.00	\$23.78
		75%	\$37.50	\$25.19
		85%	\$42.50	\$27.00

Area 4

\$45.14		50%	\$22.60	\$25.69
\$30.45		55%	\$24.85	\$25.83
		60%	\$27.10	\$25.97
		65%	\$29.36	\$26.11
		70%	\$31.61	\$26.25
		75%	\$33.87	\$26.39
		80%	\$36.12	\$26.53
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67
		85%	\$38.38	\$26.67

Area 5

\$45.45		50%	\$22.75	\$26.52
\$31.54		55%	\$25.02	\$26.66
		60%	\$27.29	\$26.80
		65%	\$29.56	\$26.94
		70%	\$31.83	\$27.08
		75%	\$34.10	\$27.22
		80%	\$36.37	\$27.36
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50
		85%	\$38.64	\$27.50

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 2026

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

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

CLASSIFICATION

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

SOFT FLOOR LAYER

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

SPRINKLER FITTER

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

TENDER TO MASON

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

PWR APPRENTICESHIP RATES EFFECTIVE FEBRUARY 18, 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

	Percentage / Hours	Base Hourly Rate	Fringe Rate
--	-----------------------	---------------------	----------------

TENDER TO PLASTERER

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

TILE TERRAZZO SETTER

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

TILE TERRAZZO FINISHER

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

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: More than 30 miles but not more than 60 miles.
 Zone C: Over 60 miles.

LINE CONSTRUCTOR

Area 1 (All Regions)

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.

POWER EQUIPMENT OPERATOR

POWER EQUIPMENT OPERATOR MAP



Zone 1 (Base Rate)

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

See more information about Power Equipment Operator Zone Differential, Premium Pay, and Shift Differential on page 3.

POWER EQUIPMENT OPERATOR (continued)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

For projects in the following metropolitan counties:**Clackamas Columbia Multnomah Marion Washington Yamhill**

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

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

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

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

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 about Power Equipment Operator Shift Differential on page 4.

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.

"General Decision Number: OR20260001 01/23/2026

Superseded General Decision Number: OR20250001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

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

BROR0001-031 06/01/2025

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

CARP0096-005 06/01/2025

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

CARP0196-003 01/01/2025

	Rates	Fringes
Piledriver.....	\$ 55.79	15.81

CARP0503-020 06/01/2025

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 53.94	16.81
DIVER STANDBY.....	\$ 67.58	19.40
DIVERS TENDERS.....	\$ 60.34	19.40
DIVERS.....	\$ 103.21	19.40
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 65.34	19.40

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

* ELEC0048-006 01/01/2025

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 69.85	30.44
ELECTRICIAN.....	\$ 63.50	29.73

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2025

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 63.00	27.87
ELECTRICIAN.....	\$ 60.00	27.78

ELEC0280-003 01/01/2025

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 60.80	22.24
ELECTRICIAN.....	\$ 56.46	23.05

ELEC0291-006 12/01/2024

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	19.86
ELECTRICIAN.....	\$ 42.55	19.86

* ELEC0659-004 01/01/2026

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 64.58	1.5%+22.34
ELECTRICIAN.....	\$ 47.04	21.84

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN

GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

 ELEC0932-004 01/01/2024

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 50.03	24.00

 ENGI0701-005 01/01/2024

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

classifications.

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton.

Crane, two hundred (200) ton through two hundred ninety-nine (299) ton with two-hundred-foot (200?) boom or less (including jib, inserts and/or attachments)

Crane, ninety (90) ton through one hundred ninety-nine (199) ton with over two hundred (200?) boom Including jib, inserts and/or attachments)

Crane, Tower Crane with one hundred seventy-five-foot (175?) tower or less and with less than two-hundred-foot (200?) jib

Crane, Whirley ninety (90) ton and over Helicopter when used in erecting work

Tunnel Boring Machine

Tunnel, Micro Boring Tunnel Machine

Group 1A

Crane, floating two hundred fifty (250) ton and over

Crane, two hundred (200) ton through two hundred ninety-nine (299) ton, with over two-hundred-foot (200?) boom (including jib, inserts and/or attachments)

Crane, three hundred (300) ton through three hundred ninety-nine (399) ton

Crane, Tower Crane with over one hundred seventy-five-foot (175?) tower or over two hundred

foot (200?) jib

Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety-nine (399) ton, with over two hundred- foot (200?) boom (including jib, inserts and/or attachments)

Floating crane, three hundred fifty (350) ton and over

Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type)

Asphalt Roto-Mill, pavement profiler eight foot (8?) lateral cut and over

Auto Grader or ?Trimmer?
Blade, Robotic
Bulldozer, Robotic Equipment (any type)
 Bulldozer, over one hundred twenty thousand (120,000) lbs.
 and above
Canal Trimmer
Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum
Concrete Canal Liner Operator
Concrete Diamond Head Profiler
Concrete, Automatic Slip Form Paver
 Crane, Boom Truck fifty (50) ton and with over one hundred
 fifty-foot (150?) boom and over
 Crane, Floating (derrick barge) thirty (30) ton but less than
 one hundred fifty (150) ton
Crane, Cableway twenty-five (25) ton and over
Crane, Floating Clamshell three (3) cu. Yds. And over
 Crane, ninety (90) ton through one hundred ninety-nine (199)
 ton up to and including two hundred- foot (200?) boom
 (including jib inserts and/or attachments)
 Crane, fifty (50) ton through eighty-nine (89) ton with over
 one hundred fifty-foot (150?) boom
(including jib inserts and/or attachments)
Crane, Whirley under ninety (90) ton
Crusher Plant
Drone
Excavator over one hundred thirty thousand (130,000) lbs.
Heavy Equipment Robotics Operator or Mechanic
Loader one hundred twenty thousand (120,000) lbs. and above
Master environmental Maintenance Mechanic
Remote Controlled Earth Moving Equipment
Shovel, Dragline, Clamshell, five (5) cu. Yds. And over
 Underwater Equipment remote or otherwise, when used in
 construction work
Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and
including one hundred twenty thousand (120,000) lbs.
Crane, Boom Truck fifty (50) ton and over with less than one
hundred fifty-foot (150?) boom
Crane, fifty (50) ton through eighty-nine (89) ton with one
hundred fifty-foot (150?) boom or less
(including jib inserts and/or attachments)
Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but
less than five (5) cu. Yds.
Excavator over eighty-five thousand (85,000) lbs. through one
hundred thirty thousand
(130,000) lbs.
Loader sixty thousand (60,000) lbs. and less than one hundred
twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed
Asphalt Paver
 Asphalt Roto-Mill, pavement profiler, under eight foot (8?)
 lateral cut
Asphalt, Recycle Machine
Asphalt, Material Transfer Vehicle Operator
Back Filling Machine
 Backhoe, Robotic, track and wheel type up to and including
 twenty thousand (20,000) lbs. with
any attachments
Blade (any type)
Boatman, Licensed
Boring Machine

Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.
Cable-Plow (any type)
Cableway up to twenty-five (25) ton
Cat Drill (John Henry)
Challenger
Chippers
Combination Heavy Duty Mechanic-Welder, when required to do both
Compactor, multi-engine
Compactor, Robotic
Compactor with blade self-propelled
Concrete, Breaker
Concrete, Grout Plant
Concrete, Mixer Mobile
Concrete, Paving Road Mixer
Concrete, Reinforced Tank Banding Machine
Crane, Boom Truck twenty (20) ton and under fifty (50) ton
Crane, Bridge Locomotive, Gantry and Overhead
Crane, Carry Deck, Spider Crane, and similar types
Crane, Chicago Boom and similar types
Crane, Derrick Operator, under one hundred (100) ton
Crane, Floating Clamshell, Dragline, etc. under three (3) cu. yds. Or less than thirty (30) ton
Crane, under fifty (50) ton
Crane, Quick Tower under one-hundred-foot (100?) in height and less than one hundred fifty foot (150?) jib (on rail included)
Diesel-Electric Engineer (Plant or Floating)
Directional Drill over twenty thousand (20,000) lbs. pullback
Drill Cat Operator
Drill Doctor and/or Bit Grinder
Drill, Oscillator
Driller, Percussion, Diamond, Core, Cable, Rotary and similar type
Excavator Operator over twenty thousand (20,000) lbs. through eighty-five thousand (85,000) lbs.
Generator Operator
Grade Setter/layout from plans
Grade-all
Guardrail Machines, i.e., punch, auger, etc.
Hammer Operator (Piledriver)
Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over
Hoist, two (2) drums or more
Hydro Axe (loader mounted or similar type)
Jack Operator, Elevating Barges, Barge Operator, self-unloading
Loader Operator, front end and overhead, twenty-five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.
Log Skidders
Mechanic, Heavy Duty
Piledriver Operator (not crane type)
Pipe, Bending, Cleaning, Doping and Wrapping Machines
Rail, Ballast Tamper Multi-Purpose
Rubber-tired Dozers and Pushers
Scraper, all types
Side-Boom
Skip Loader, Drag Box
Stump Grinder (loader mounted or similar type)
Surface Heater and Planer
Tractor, rubber-tired, over fifty (50) HP Flywheel

Trenching Machine three-foot (3?) depth and deeper (Assistant to the Operator required)
Truck, Crane Oiler-Driver 250 tons and over
Tub Grinder (used for wood debris)
Tunnel Boring Machine Mechanic ? hyperbaric pay: additional ten dollars (\$10.00) per hour, includes prep and decompress
Tunnel, Mucking Machine
Tunnel, Segment Plant
Tunnel, Separation Plant
Tunnel, Shaeff Loader
Tunnel, Shield Operator
Ultra-High-Pressure Water Jet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Water pulls, Water Wagons
Welder; Heavy Duty

Group 5

Asphalt, Extrusion Machine
Asphalt, Roller (any asphalt mix)
Asphalt, Roto-Mill pavement profiler ground man
Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less
Cement Pump
Chip Spreading Machine
Churn Drill and Earth Boring Machine
Compactor, self-propelled without blade
Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity
Concrete, Batch Plant Quality control
Concrete, Combination Mixer and compressor operator, gunite work
Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter
Concrete, Finishing Machine
Concrete, Grouting Machine
Concrete, Internal Full Slab Vibrator Operator
Concrete, Joint Machine
Concrete, Mixer single drum, any capacity
Concrete, Paving Machine eight foot (8?) or less (Assistance to the Operator required)
Concrete, Placing Boom
Concrete, Planer
Concrete, Pump
Concrete, Pump Truck
Concrete, Pumpcrete Operator (any type)
Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Concrete, Spreader
Concrete, Tele belt
Concrete, Treated Base Roller Operator, Oiling
Conveyored Material Hauler
Crane, Boom Truck under twenty (20) tons
Crane, Boom Type lifting device, five (5) ton capacity or less
Drill, Directional type less than twenty thousand (20,000) lbs. pullback
Drill, Mud Mixer
Elevating Grader Operator, Tractor towed requiring Operator or Grader
Elevating Loader Operator (any type)
Elevator to move personnel or materials
Forklift, over ten (10) ton or Robotic
Helicopter Hoist
Hoist Operator, single drum
Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.

Hydraulic Backhoe wheel type (any make)
Laser Screed
Lime Spreader, construction job site
Loaders, rubber-tired type, less than twenty-five thousand
(25,000) lbs.
Pavement Grinder and/or Grooving Machine (riding type)
Pipe, cast in place Pipe Laying Machine
Pulva-Mixer or similar types
Pump Operator, more than five (5) pumps (any size)
Rail, Ballast Compactor, Regulator, or Tamper machines
Rail, Car Mover
Rail, Clip Applicator
Rail, High Rail Self Loader Truck
Rail, Locomotive, forty (40) ton and over
Rail, Lo-Railer
Rail, Shuttle Car Operator
Rail, Speedswing
Rail, Track Liner
Service Oiler (Greaser)
Sweeper Self-Propelled, Construction Job Site
Tractor, Rubber-Tired, fifty (50) HP flywheel and under
Trenching Machine Operator, maximum digging capacity
three-foot (3?) depth
Truck, All Terrain or Track type
Truck, Barrel type
Truck, Crane Oiler-Driver 100-249 tons
Truck, Heavy Haul, specialized transporter, hydraulic,
electric, or similar
Truck, Off Road Trucks, Articulated and Non-articulated
Trucks over forty (40) ton
Truck, Vacuum
Truck, Water
Tunnel, Locomotive, Dinkey
Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Air Filtration Equipment
Asphalt, Pugmill (any type)
Asphalt, Raker
Asphalt, Truck Mounted Asphalt Spreader, with Screed
Assistant to the Operator
Auger Oiler
Bell Man (any type of communication)
Boatman
Bobcat, skid steer (less than one (1) yard)
Broom, self-propelled, construction job site
Compressor Operator (any power) under 1,250 cu. ft. total
capacity
Concrete Curing Machine (riding type)
Concrete Saw
Conveyor Operator or Assistant
Crane, Tugger
Crusher Feederman
Crusher Oiler
Deckhand
Drill Assistant
Drill, Directional Locator
Forklift
Grade Checker
Guardrail Punch Oiler
Heavy Duty Repairman Assistant
Helicopter Radioman (ground)
Hydraulic Pipe Press
Hydrographic Seeder Machine, straw, pulp or seed
Hydrostatic Pump Operator

Material Handler
 Mixer Box (CTB, dry batch, etc.)
 Oiler
 Parts Man (Tool Room)
 Plant Oiler
 Pump (any power)
 Rail, Brakeman, Switchman, Motorman
 Rail, Tamping Machine, mechanical, self-propelled
 Rigger
 Roller grading (not asphalt)
 Truck, Crane Oiler-Driver under 100 tons
 Truck, Off-Road Trucks, Articulated and Non-Articulated
 Trucks forty (40) ton and under
 Truck, over highway, examples: material and equipment
 Welder's Assistant
 Welding Machine
 Wire Mat or Brooming Machine

 IRON0029-004 07/07/2025

	Rates	Fringes
IRONWORKER.....	\$ 48.31	34.52

 LAB00737-001 06/01/2024

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 43.79	17.05

 LAB00737-008 06/01/2024

ZONE 1:
 LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 39.00	17.30
GROUP 2.....	\$ 40.41	17.30
GROUP 3.....	\$ 34.39	17.30

Zone Differential (Add to Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 2.00
 Zone 4 - 3.00
 Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the
 respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the
 respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the
 respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the

respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Gunite Nozzleman; Hazardous Waste Laborer; High Scalars; Laser Bean (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0010-005 07/01/2025

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 41.19	17.09

PAIN0010-008 01/01/2025

	Rates	Fringes
PAINTER.....	\$ 40.25	16.67

PLAS0555-001 06/01/2025

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDE/HANGING SCAFFOLD..	\$ 48.05	20.31
CEMENT MASONS ON		
SUSPENDE, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 47.09	20.31
CEMENT MASONS.....	\$ 46.13	20.31
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 47.09	20.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate FOR THE FOLLOWING CITIES: (Reference City) Bend, Portland, Pendleton, Medford, Corvallis, Salem, Eugene, The Dalles, Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the City Hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the City Hall of the identified Reference City and the project site, per the following:

Zone A - 60-79 miles - additional \$3.00 hourly premium above the base rate of all classification as listed in Schedule "A".

Zone B - 80-99 miles - additional \$5.00 hourly premium above the base rate of all classifications as listed in Schedule "A"

Zone C -100 or more miles - additional \$10.00 hourly premium above the base rate of all classifications as listed in Schedule ""A""

 TEAM0037-004 06/01/2025

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.41	18.30
GROUP 2.....	\$ 35.57	18.30
GROUP 3.....	\$ 35.74	18.30
GROUP 4.....	\$ 36.08	18.30
GROUP 5.....	\$ 36.35	18.30
GROUP 6.....	\$ 36.57	18.30
GROUP 7.....	\$ 36.82	18.30

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant

(manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cu yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not

outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

SUOR1991-003 04/01/1991

	Rates	Fringes
Timber Sales Roads:		
LABORERS.....	\$ 8.35	4.30
OPERATING ENGINEERS.....	\$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN.....	\$ 9.12	4.30
TEAMSTERS.....	\$ 9.74	3.74

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

=====

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

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: Arbor Terrace Apartment ADA Sidewalks & Ramps Improvements Project
(Molalla, OR)

Background: The Housing & Community Development Division (HCDD) and Housing Authority of Clackamas County (HACC), to rehabilitate several components of an existing multi-family apartment complex called Arbor Terrace Building Improvements Project. This work will complete all exterior ADA sidewalk & ramps work, and access improvements to the community building and other public sidewalk access at the following addresses: 120 N Cole, Avenue, Molalla, Oregon 97038.

Project Estimate: \$200,000 - \$240,000 dollars

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: 60 Days from NTP

Final Completion: 90 Days from NTP – estimated to be Summer 2026

Federal Holidays will not be included in these number of days (Example July 4th etc).

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the Supplemental General Conditions.

The Scope further includes the following Plans, Specifications and Drawings:

B-12b Special Provisions For Construction Arbor Terrace Apartments – Prepared by PACE, February 26, 2026

B-12c Drawings, Arbor Terrace Apartments – Prepared by PACE, February 26, 2026

If there are questions or clarifications regarding the drawings, please contact Amy Council, Project Coordinator, who will consult with Brian Lee (email contact), Mark Aasland, and Ashley Tellin of PACE Engineers, Inc.

CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 PARKING LOT REPLACEMENT AND ADA IMPROVEMENTS

ARBOR TERRACE APARTMENTS

127 N COLE AVE
 MOLALLA, OREGON

OWNER/DEVELOPER/CONSULTANTS

OWNER/APPLICANT:

AMY COUNCIL
 PROJECT COORDINATOR
 CLACKAMAS COUNTY | HOUSING &
 COMMUNITY DEVELOPMENT
 971.349.2949
 2051 KAEN ROAD, OREGON CITY,
 OR 97045
 ACOUNSIL@CLACKAMAS.US

PROJECT ENGINEER:

PACE ENGINEERS, INC
 BRIAN LEE, P.E.
 4500 KRUSE WAY, SUITE 250
 LAKE OSWEGO, OR 97035
 503.597.3222
 BRIANL@PACEENGRS.COM

PROJECT SURVEYOR:

PACE ENGINEERS, INC
 PAUL KOHN, P.L.S.
 4500 KRUSE WAY, SUITE 250
 LAKE OSWEGO, OR 97035
 503.597.3222
 PAULK@PACEENGRS.COM

UTILITY PURVEYORS

WATER/STORM:

CITY OF MOLALLA
 N. MOLALLA AVENUE
 MOLALLA, 97038
 503.829.5600

POWER:

PORTLAND GENERAL ELECTRIC
 RON SNODGRASS
 209 WARNER MILNE ROAD
 OREGON CITY, OR 97045
 503.908.4394
 RON.SNODGRASS@PGN.COM

CLACKAMAS COUNTY BROADBAND:

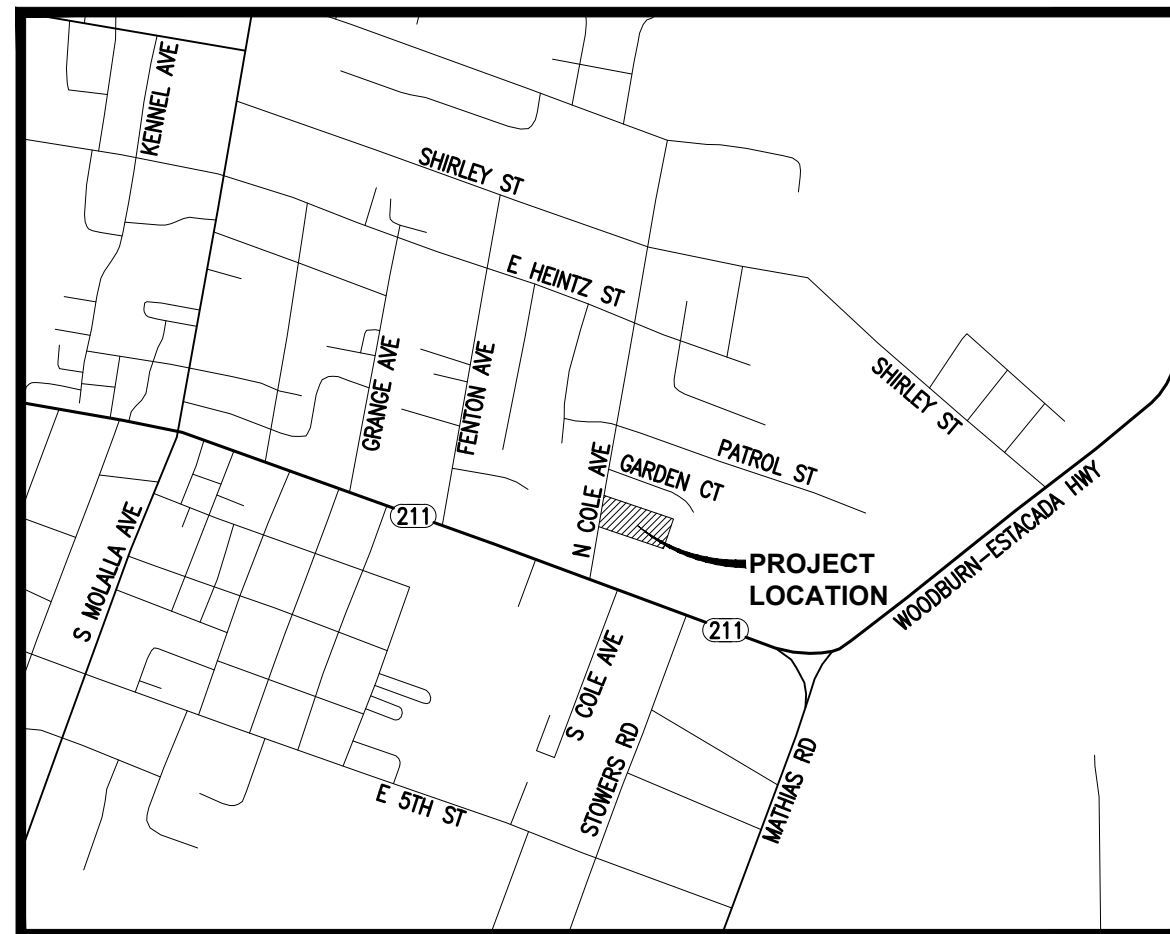
DUKE DEXTER
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045
 971.219.3339
 D.DEXTER@CLACKAMAS.US

TELEPHONE:

ROB BRAY
 15223 S. HENRICI RD
 OREGON CITY, OR 97045
 503.632.3113
 ROB.BRAY@CBSOREGON.COM

SHEET INDEX

SHEET	SHEET TITLE
GENERAL	
C1.0	COVER SHEET
C1.1	GENERAL NOTES
C1.2	LEGEND & ABBREVIATIONS
C1.3	EXISTING CONDITIONS
C1.4	SITE PLAN
C1.5	PARKING PLAN
C1.6	SRANDARD DETAILS
C1.7	STANDARD DETAILS
TESC & DEMOLITION	
C2.0	TESC & DEMOLITION PLAN
C2.1	TESC DETAILS
GRADING & PAVING	
C3.0	GRADING & PAVING PLAN
C3.1	ADA RAMP DETAILS
C3.2	ADA RAMP DETAILS



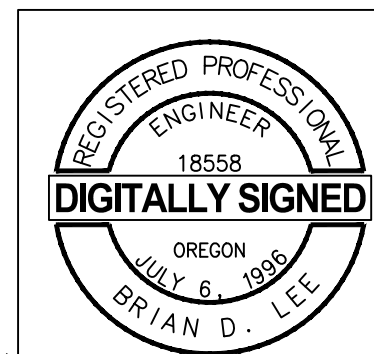
VICINITY MAP

1"=1,000'



PACE Engineers
 4500 Kruse Way, Suite 250
 Lake Oswego, OR 97035
 p. 503.597.3222
 www.paceengrs.com

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1957



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

REVISIONS

NO	DATE	ISSUED FOR CONSTRUCTION	REVISED FOR BID ALTERNATIVE A
1	2/19/26		
2	2/26/26		

Sheet No. **C1.0**

DESIGNED BY:	MA	DRAFTED BY:	TS	CHECKED BY:	BDL
--------------	----	-------------	----	-------------	-----



CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

COVER SHEET
 ARBOR TERRACE APARTMENTS
 PROJECT

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS. IMPROVEMENTS DEPICTED ON THESE PLANS ARE IN CONFORMANCE WITH COUNTY LAND USE ACTION CASEFILE N/A (INSERT PLANNING FILE NUMBER, EXAMPLE- Z0123-03-D).
2. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST TWO, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD ENGINEERING OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
4. VERTICAL DATUM: NAVD 88 BASED ON GPS MEASUREMENTS UTILIZING THE OREGON REAL TIME NETWORK (ORGN) AND GEOID 2012A MODEL.
5. TOPOGRAPHIC SURVEY BY: PACE ENGINEERS, INC.
6. VEGETATION AND TOPSOIL ARE TO BE STRIPPED TO MINERAL EARTH AND APPROVED BY THE PRIMARY INSPECTOR PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS.
7. THE COUNTY REQUIRES A PROOF ROLL TEST WITH A FULLY LOADED 10-YARD DUMP TRUCK (LOAD TICKET TO BE PROVIDED) TO CHECK FOR SOFT SPOTS IN THE SUBGRADE PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC AND GRANULAR BASE ROCK AND AGAIN AT THE COMPLETION OF THE PLACEMENT OF THE BASE ROCK FOLLOWED BY REQUIRED DENSITY TESTING PRIOR TO PAVING THE FIRST LIFT OF ASPHALT CONCRETE.
8. ACP MIX IS TO BE BATCHED FROM A MIX FORMULA APPROVED BY OSHD FOR MATERIAL USED. PAVING CONTRACTOR SHALL PROVIDE A CERTIFICATE OF COMPLIANCE FROM ACP PLANT. MIX DESIGN TO BE APPROVED PRIOR TO PAVING.
9. SUBSEQUENT SETTLEMENT OR CRACKING OF FINISHED SURFACE WITHIN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE A FAILURE OF THE SUBGRADE AND REPAIRED AT NO COST TO THE COUNTY AND IN A MANNER ACCEPTABLE TO THE COUNTY.
10. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
11. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
12. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
13. CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL AND OTHER MATERIAL ENCOUNTERED DURING THE CONSTRUCTION OF THE ROADWAY AND WHERE INDICATED ON THE PLANS. MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, REGIONAL AND STATE REGULATIONS AT FACILITIES AUTHORIZED TO ACCEPT SUCH MATERIAL. FILL SITES SHALL BE LEVELED AND GRADED TO DRAIN. THE CONTRACTOR SHALL CORRECT ANY DEFICIENT FILL OR NON PERMITTED DISPOSAL OF MATERIALS.
14. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL EARTHWORK, TRENCH BACKFILL AND ROAD CONSTRUCTION COMPACTION TESTS, AND GEOTECHNICAL REVIEWS WITH THE SOILS TESTING LAB AS REQUIRED FOR ACCEPTANCE OF PROJECT WORK BY CLACKAMAS COUNTY. COUNTY SHALL BE PROVIDED WITH ALL TEST RESULTS.
15. PROVIDE A PRE-CONSTRUCTION SURVEY TO CLACKAMAS COUNTY, DTD INDICATING ALL FOUND AND MISSING MONUMENTATION WITHIN THE PROJECT LIMITS PRIOR TO INITIATING CONSTRUCTION ACTIVITIES.
16. CONTRACTOR SHALL CAREFULLY MAINTAIN BENCHMARKS, PROPERTY CORNERS, MONUMENTS, AND OTHER REFERENCE POINTS PURSUANT TO ORS 209.140 AND ORS 209.150. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND PAY FOR THEIR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS & OTHER SUCH MONUMENTS.

GENERAL NOTES (CONTINUED)

17. AT THE PRECONSTRUCTION MEETING, PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL PRESENT A LIST OF SUBCONTRACTORS, A PROJECT SCHEDULE, A TRAFFIC CONTROL PLAN AND A LIST OF AT LEAST THREE PEOPLE, WITH PHONE NUMBERS, RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DURING NON-WORK PERIODS.
18. FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT.
19. THE LOCATION OF ABOVE GROUND IMPROVEMENTS (EXISTING AND PROPOSED) SHALL NOT CONFLICT WITH THE REQUIRED SIDEWALK WIDTHS, ROADWAY IMPROVEMENTS, AND REQUIRED SIGHT DISTANCE.

GRADING NOTES

1. ALL FILLS ON PRIVATE PROPERTY MUST BE PLACED CONSISTENT WITH COUNTY CODE TITLE 9.03, EXCAVATION AND GRADING. SITE PREPARATION MUST INCLUDE THE REMOVAL OF VEGETATION, NON-COMPLYING FILL, TOPSOIL, OR OTHER UNSUITABLE MATERIAL PRIOR TO PLACEMENT OF THE FILL. FILL SLOPES SHALL NOT EXCEED A GRADE OF TWO HORIZONTAL TO ONE VERTICAL.
2. ALL CUTS ON PRIVATE PROPERTY SHALL BE MADE CONSISTENT WITH TITLE 9.03, EXCAVATION AND GRADING ORDINANCE. NO CUT SHALL EXCEED A GRADE OF TWO HORIZONTAL TO ONE VERTICAL UNLESS APPROVED BEFOREHAND BY THE PROJECT GEOTECHNICAL ENGINEER AND CLACKAMAS COUNTY.
3. ON PRIVATE PROPERTY, APPROPRIATE BENCHING OF FILLS IS REQUIRED FOR FILLS OVER FIVE FEET IN HEIGHT ON SLOPES IN EXCESS OF FIVE HORIZONTAL TO ONE VERTICAL. BENCHING MUST BE DONE IN ACCORDANCE WITH THE APPROVED PLANS. CLACKAMAS COUNTY SHALL INSPECT BENCHES PRIOR TO FILL PLACEMENT.
4. CUT AND FILL SLOPES AND ALL EXPOSED SOILS SHALL BE PROTECTED FROM EROSION AND BE IN COMPLIANCE WITH THE LOCAL SURFACE WATER AUTHORITY RULES, REGULATIONS, AND STANDARDS. SUCH CONTROL SHALL CONSIST OF TEMPORARY MEASURES DURING CONSTRUCTION AND PERMANENT MEASURES AT THE COMPLETION OF CONSTRUCTION ACTIVITIES; INCLUDING APPROPRIATE REVEGETATION OR OTHER ACCEPTABLE MEANS AND METHODS. TEMPORARY EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTHWORK OR SITE STRIPPING.
5. THE CONTRACTOR SHALL NOTIFY THE PRIMARY INSPECTOR, COUNTY INSPECTOR, AND GEOTECHNICAL ENGINEER 48 HOURS PRIOR, FOR ALL REQUIRED EROSION CONTROL AND STRUCTURAL FILL INSPECTIONS AT THE FOLLOWING STAGES OF CONSTRUCTION:
 - A. EROSION CONTROL INSPECTION PRIOR TO INITIATING CONSTRUCTION ACTIVITIES;
 - B. PROOF ROLL ON SUBGRADE AND
 - C. AT EVERY ONE FOOT OF STRUCTURAL FILL OR 300 CUBIC YARDS AND
 - D. AT COMPLETION OF STRUCTURAL FILL BEFORE GEOTEXTILE FABRIC AND BASE AGGREGATE IS PLACED AND
 - E. AT COMPLETION OF BASE AGGREGATE COURSE FOLLOWED BY DENSITY TESTING ON THE FINAL BASE COURSE PRIOR TO PAVING.
6. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE RELOCATION (AS NECESSARY) OF EXISTING UTILITIES DUE TO ANY CUT/FILL OPERATIONS OR ROADWAY IMPROVEMENTS. COORDINATION SHALL TAKE PLACE PRIOR TO INITIATION OF WORK.

GENERAL NOTES

ARBOR TERRACE APARTMENTS
PROJECT

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

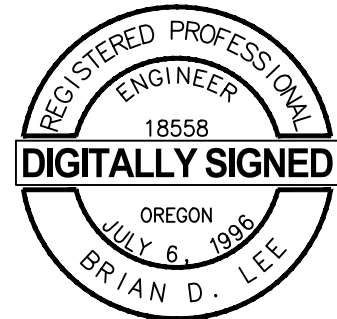
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON DIRECTOR

DESIGNED BY: MA
DRAFTED BY: TS
CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

Sheet No. **C1.1**

WATER SYMBOLS

EXISTING	SYMBOL	PROPOSED	DESCRIPTION
			WATER METER
			2 NOZZLE FIRE HYDRANT/FDC
			3 NOZZLE FIRE HYDRANT
			DOUBLE CHECK VALVE ASSEMBLY
			WATER VAULT

TESC/DEMOLITION SYMBOLS

SYMBOL	DESCRIPTION
	CATCH BASIN PROTECTION/INSERT
	CHECK DAM
	TEMPORARY CONSTRUCTION ENTRANCE
	SEDIMENT FENCE
	CLEARING AND GRADING LIMITS
	OBJECT TO BE REMOVED
	AREA TO BE DEMOLISHED
	OBJECT TO BE REMOVED

STORM DRAINAGE SYMBOLS

EXISTING	SYMBOL	PROPOSED	DESCRIPTION
			STORM DRAIN AREA DRAINS
			STORM DRAIN CLEANOUT
			CULVERT END
			SD CATCH BASIN TYPE 1 / SOLID LID
			SD CATCH BASIN TYPE 2-48" / SOLID LID
			STORM DRAIN MANHOLE 48"

SANITARY SEWER SYMBOLS

EXISTING	SYMBOL	PROPOSED	DESCRIPTION
			SANITARY SEWER CLEANOUT
			SANITARY SEWER MANHOLE
			SANITARY SEWER MANHOLE 48"

COMMUNICATION/GAS/POWER SYMBOLS

EXISTING	SYMBOL	PROPOSED	DESCRIPTION
			COMM MH
			COMM VAULT
			TELEPHONE MH
			TELEPHONE POLE
			TELEPHONE RISER
			TELEPHONE VAULT
			CATV BOX/RISER
			CATV MH
			CATV VAULT
			GAS METER
			GAS MH
			GAS RISER
			GAS VALVE
			POWER BOX/RISER
			POWER MH
			POWER TRANSFORMER
			TRANSMISSION TOWER
			POWER VAULT
			UTILITY POLE
			UTILITY POLE ANCHOR
			ELECTRIC VEHICLE CHARGING

GRADING SYMBOLS

SYMBOL	DESCRIPTION
	BLOCK WALL
	WALL
	ROCKERY
	ECOLOGY BLOCK
	RIP RAP PAD
	SURFACE FLOW DIRECTION

TOPOGRAPHY SYMBOLS

EXISTING	SYMBOL	PROPOSED	DESCRIPTION
			BOLLARD
			BUS STOP
			CONIFER TREE
			DECIDUOUS TREE
			FLAG
			POST
			GATE
			YARD LIGHT/LUMINAIRE
			MAIL BOX
			PHONE BOOTH
			PARKING METER
			SHRUB
			SIGN
			DELINEATOR
			DOUBLE POST SIGN
			MILE POST

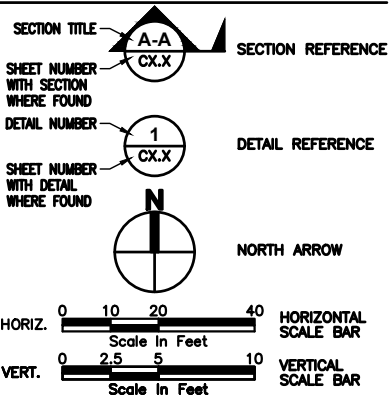
SURVEY SYMBOLS

SYMBOL FOUND/EXIST.	THEOR./PROP.	DESCRIPTION
		CONTROL POINT
		BENCHMARK
		BLOCK CORNER
		IRON PIPE
		MONUMENT (IN CASE)
		MONUMENT (SURFACE)
		SOIL BORING
		SIXTEENTH CORNER
		QUARTER CORNER
		CLOSING CORNER
		MEANDER CORNER
		SECTION CENTER
		SECTION CORNER
		WITNESS CORNER
		HUB / TACK
		IRON ROD
		PK NAIL

SPOT ELEVATIONS

LABEL	DESCRIPTION
• EG 100.25	EXISTING GRADE
• (100.25)	
• FG 100.25	FINISH GRADE
• 100.25	
• TC 100.25	TOP OF CURB
• FL 100.25	FLOW LINE
• TW 100.25	TOP OF WALL
• BW 100.25	BOTTOM OF WALL

GENERAL SYMBOLS



HATCH PATTERNS

HATCH PATTERN	DESCRIPTION
	PAVEMENT
	PAVEMENT GRINDING
	CONCRETE

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE
		LOT LINE
		RIGHT OF WAY
		EASEMENT
		PROJECT LIMITS
		CENTER LINE
		BUILDING
		BUILDING OVERHANG
		BUILDING SETBACK
		SETBACK
		ORDINARY HIGH WATER MARK
		WETLAND BOUNDARY
		WETLAND BUFFER
		INDEX CONTOUR
		INTERMEDIATE CONTOUR
		CLEARING & GRUB
		WALL
		ROCKERY
		TOP OF WALL
		TOE OF WALL
		TOP OF SLOPE
		TOE OF SLOPE
		TOP OF ROCKERY
		TOE OF ROCKERY
		TOP OF DITCH
		TOE OF DITCH
		BARB WIRE FENCE
		CHAIN LINK FENCE
		IRON FENCE
		PIPE FENCE
		WOOD FENCE
		FENCE (UNSPECIFIED)
		HAND RAIL
		TREE LINE / BRUSH LINE
		VEGETATION
		SOLID STRIPE
		SKIP STRIPE
		OVERHEAD SIGNAL LINE
		UNDERGROUND SIGNAL LINE
		UNDERGROUND INTERCONNECT LINE
		WATER MAIN
		IRRIGATION
		WATER SERVICE LINE
		DITCH/STREAM CENTERLINE/SWALE
		STORM DRAIN (<6")
		STORM DRAIN (>6")
		FOOTING DRAIN
		ROOF DRAIN
		SANITARY SEWER
		SANITARY SEWER FORCE MAIN
		GENERIC COMM LINE
		OVERHEAD FIBER OPTIC
		UNDERGROUND FIBER OPTIC
		OVERHEAD TELEPHONE
		UNDERGROUND TELEPHONE
		OVERHEAD CATV
		UNDERGROUND CATV
		NATURAL GAS
		OVERHEAD POWER
		UNDERGROUND POWER
		CLEARING & GRADING LIMITS
		HIGH VISIBILITY SILT FENCE
		ORANGE FENCE
		SILT FENCE
		STRAW WATTLE
		DEMOLITION LINE

PROJECT ABBREVIATIONS

ALT	ALTERNATE	MH	MANHOLE
APPROX	APPROXIMATE	MIC	MONUMENT IN CASE
APW	AMERICAN PUBLIC WORKS	MISC	MISCELLANEOUS
ASPH	ASPHALT	MJ	MECHANICAL JOINT
ATB	ASPHALT TREATED BASE	MOC	MIDDLE OF CURVE
Avenue	AVENUE	MON	MONUMENT
AWWA	AMERICAN WATER WORKS ASSOCIATION	N	NORTH
BM	BENCHMARK	N/A	NON APPLICABLE
BOT	BOTTOM	NIC	NOT IN CONTRACT
BST	BITUMINOUS SURFACE TREATMENT	NO.	NUMBER
BLDG	BUILDING	NTS	NOT TO SCALE
CB	CATCH BASIN	O.C.	ON CENTER
CF	CUBIC FEET	O.D.	OUTSIDE DIAMETER
CIP	CAST IRON PIPE	OHP	OVERHEAD POWER LINE
CJ	CONSTRUCTION JOINT	OHP&T	OVERHEAD POWER & TELEPHONE
CL	CENTER LINE	PC	POINT OF CURVATURE
CMP	CORRUGATED METAL PIPE	PE	PLAIN END
CMU	CONCRETE MASONRY UNIT	PI	POINT OF INTERSECTION
CONC	CONCRETE	PL	PROPERTY LINE
CPE	CORRUGATED POLYETHYLENE	PP	POWER POLE
CULV	CULVERT	PRV	PRESSURE REGULATION VALVE POINT
CY	CUBIC YARD	PT	POINT OF TANGENCY
DI	DUCTILE IRON	PUD	PUBLIC UTILITY DISTRICT
DIAM	DIAMETER	PVC	POLYVINYL CHLORIDE
E	EAST	PVI	POINT OF VERTICAL INTERSECTION
ELEV	ELEVATION	R	RADIUS
EST	ESTIMATE	RG	ROUGH GRADE
EVC	END VERTICAL CURVE	RP	RADIUS POINT, REFERENCE POINT
EXIST	EXISTING	RJ	RESTRAINT JOINT
FF	FINISH FLOOR	ROW	RIGHT OF WAY
FG	FINISH GRADE	RT	RIGHT
FH	FIRE HYDRANT	SS	SANITARY SEWER
FM	FORCE MAIN	SCH	SCHEDULE
FO	FIBER OPTIC	SD	STORM DRAIN
FT	FEET, FOOT	SF	SQUARE FEET
G	GAS	SHT	SHEET
GR	GRADE, GRAVEL	SIM	SIMILAR
GV	GATE VALVE	S	SLOPE
HDPE	HIGH DENSITY POLYETHYLENE	ST	STREET
HH	HAND HOLE	STA	STATION
HP	HIGH POINT	STD	STANDARD
HWY	HIGHWAY	ST	STEEL
HYD	HYDRANT	STR	STRUCTURAL
ID	INSIDE DIAMETER	SD	STORM DRAIN
IE	INVERT ELEVATION	SY	SQUARE YARD
IN	INCH	TOC	TOP OF CURB
INCL	INCLUDING	TOP	TOP OF PIPE
IRR	IRRIGATION	TYP	TYPICAL
L	LENGTH	UGP	UNDERGROUND POWER LINE
LB	POUND	UP	UTILITY POLE
LF	LINEAL FOOT (FEET)	VC	VERTICAL CURVE
LS	LUMP SUM	VPI	VERTICAL POINT OF INTERSECTION
LT	LEFT	W	WEST, WATER
MAX	MAXIMUM	W/	WITH
MB	MAILBOX	WM	WATER MAIN

LEGEND & ABBREVIATIONS

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: MA
DRAFTED BY: TS
CHECKED BY: BDL



NO	DATE	DESCRIPTION
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

NO	DATE	DESCRIPTION
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

Sheet No. **C1.2**

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

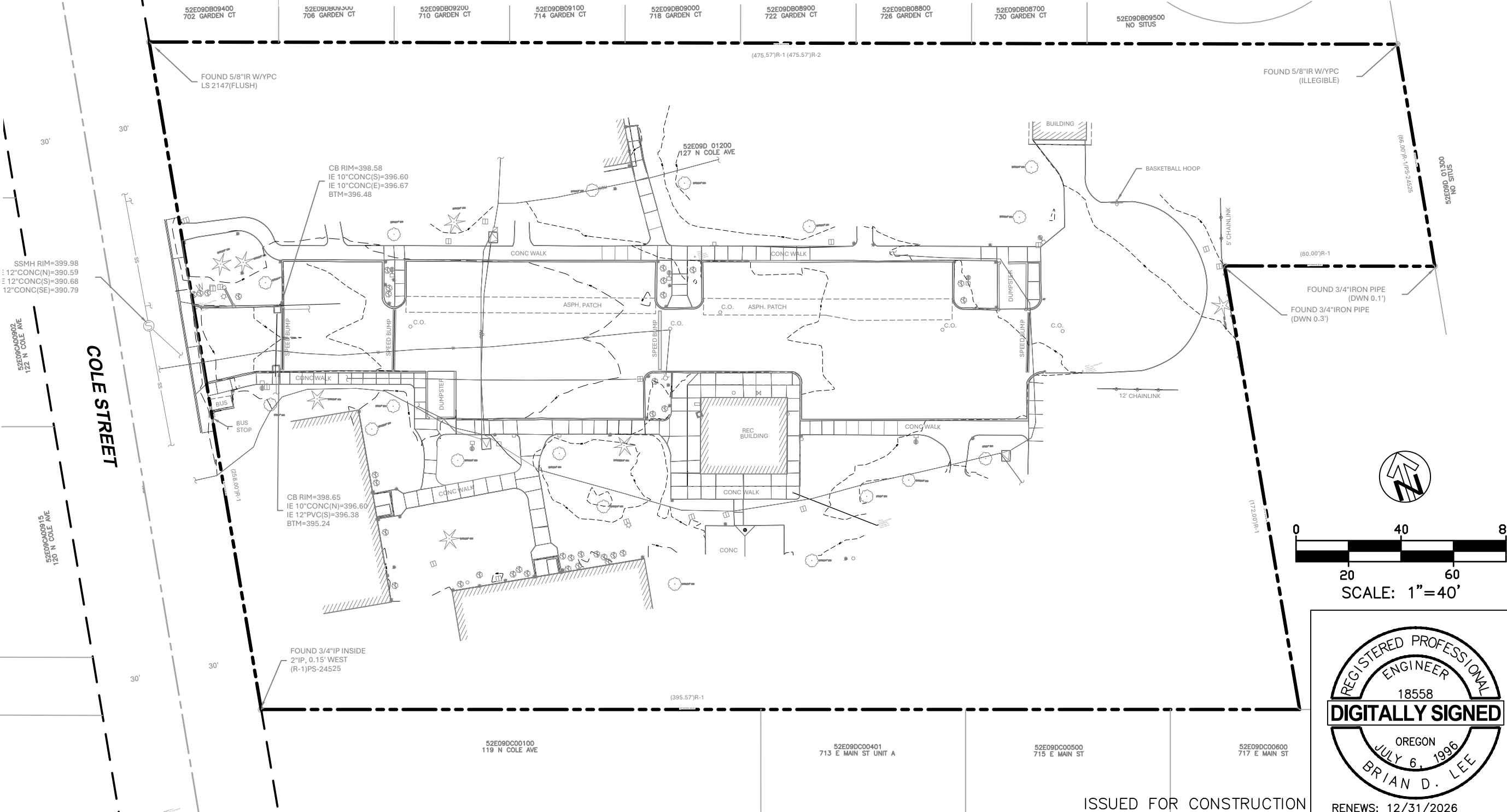
HORIZONTAL DATUM

THE HORIZONTAL DATUM AND BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM, (OCRS) PORTLAND ZONE INTERNATIONAL FEET UTILIZING THE OREGON REAL TIME NETWORK (ORGN). GPS OBSERVATIONS WERE HELD AT PRIMARY CONTROL STATION NUMBER 10, 11 AND 12. TERRESTRIAL GROUND OBSERVATIONS WERE OBSERVED BETWEEN ALL INTERVISIBLE CONTROL STATIONS AND SHOWN MONUMENTS. THE GPS OBSERVATIONS ALONG WITH TERRESTRIAL GROUND MEASUREMENTS WERE ADJUSTED USING TRIMBLE BUSINESS CENTER (TBC) SOFTWARE VERSION 2024.10.

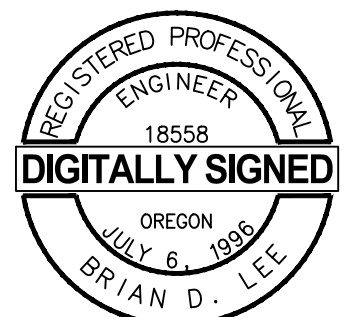
VERTICAL DATUM

VERTICAL DATUM NAVD 88 BASED ON GPS MEASUREMENTS UTILIZING THE OREGON REAL TIME NETWORK (ORGN) AND GEOID 2012A MODEL. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND THE COORDINATES AND ARE ON A "LOCAL DATUM PLANE" (LDP). UNLESS OTHERWISE NOTED. THE LOCATION AND DESCRIPTION OF ALL SURVEY MARKERS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS TAKEN IN SEPTEMBER 2025, UNLESS OTHERWISE INDICATED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ALL EASEMENTS. THIS TOPOGRAPHIC SURVEY DRAWING ACCURATELY REPRESENTS SURFACE FEATURES LOCATED DURING THE COURSE OF THIS SURVEY. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY UPON INFORMATION PROVIDED BY OTHERS AND PACE ENGINEERS, INC. DOES NOT ACCEPT RESPONSIBILITY OR ASSUME LIABILITY FOR THEIR ACCURACY OR COMPLETENESS. CONTRACTOR/ENGINEERS SHALL VERIFY EXACT SIZE AND LOCATION PRIOR TO CONSTRUCTION.

CALL FOR LOCATE: UTILITY LOCATION SERVICE: 811



ISSUED FOR CONSTRUCTION



EXISTING CONDITIONS		ARBOR TERRACE APARTMENTS PROJECT	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR	
DESIGNED BY:	MA	DRAFTED BY:	TS
CHECKED BY:	BDL	CHECKED BY:	BDL
NO. DATE:	1 2/19/26	ISSUED FOR CONSTRUCTION	
	2 2/26/26	REVISED FOR BID ALTERNATIVE A	
Sheet No.	C1.3		

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

DAN JOHNSON

BDL

REVISIONS

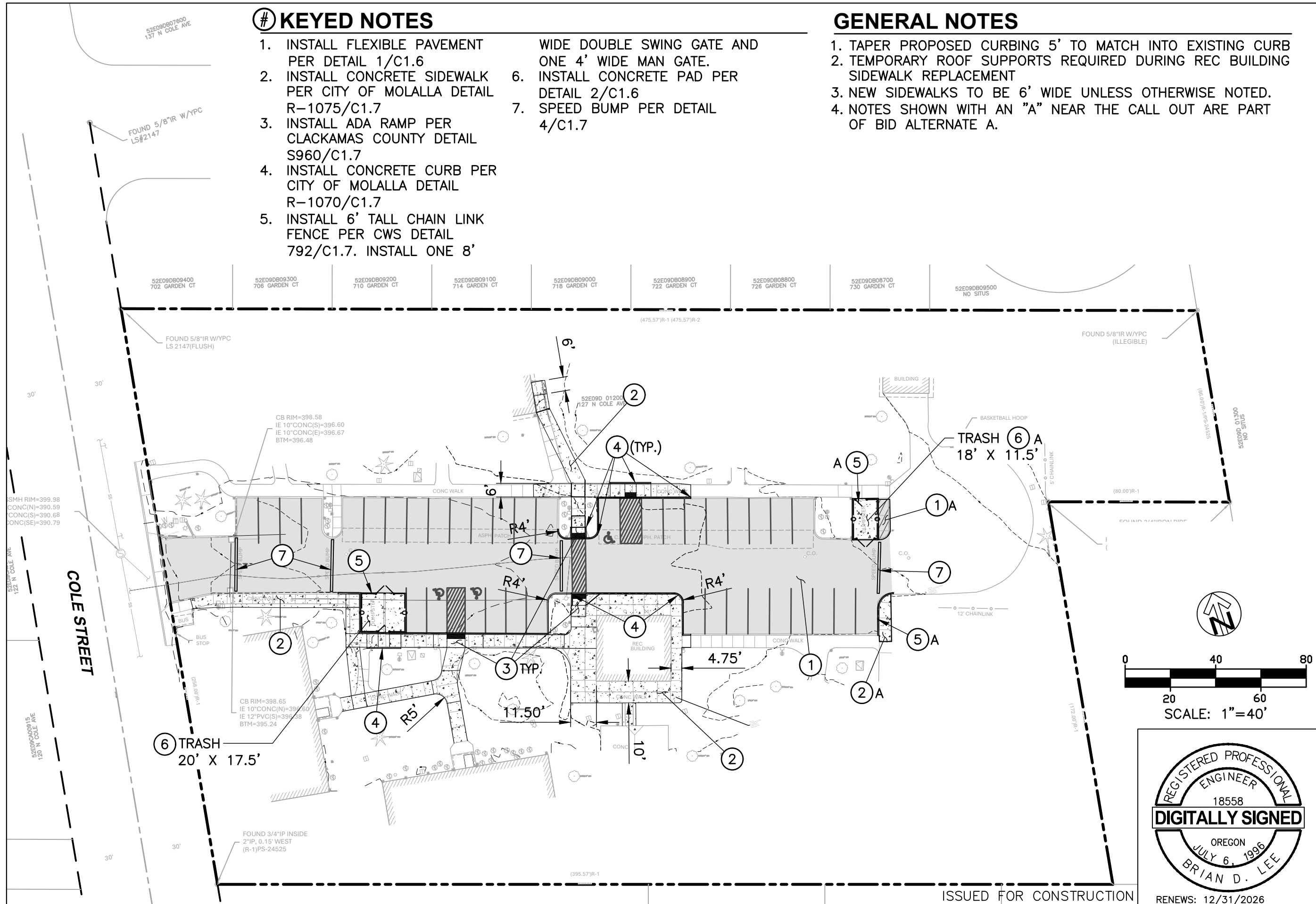
RENEWS: 12/31/2026

KEYED NOTES

- | | |
|---|--|
| 1. INSTALL FLEXIBLE PAVEMENT PER DETAIL 1/C1.6 | WIDE DOUBLE SWING GATE AND ONE 4' WIDE MAN GATE. |
| 2. INSTALL CONCRETE SIDEWALK PER CITY OF MOLALLA DETAIL R-1075/C1.7 | 6. INSTALL CONCRETE PAD PER DETAIL 2/C1.6 |
| 3. INSTALL ADA RAMP PER CLACKAMAS COUNTY DETAIL S960/C1.7 | 7. SPEED BUMP PER DETAIL 4/C1.7 |
| 4. INSTALL CONCRETE CURB PER CITY OF MOLALLA DETAIL R-1070/C1.7 | |
| 5. INSTALL 6' TALL CHAIN LINK FENCE PER CWS DETAIL 792/C1.7. INSTALL ONE 8' | |

GENERAL NOTES

1. TAPER PROPOSED CURBING 5' TO MATCH INTO EXISTING CURB
2. TEMPORARY ROOF SUPPORTS REQUIRED DURING REC BUILDING SIDEWALK REPLACEMENT
3. NEW SIDEWALKS TO BE 6' WIDE UNLESS OTHERWISE NOTED.
4. NOTES SHOWN WITH AN "A" NEAR THE CALL OUT ARE PART OF BID ALTERNATE A.



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

SITE PLAN
ARBOR TERRACE APARTMENTS
PROJECT

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
DAN JOHNSON DIRECTOR

DESIGNED BY: MA
DRAFTED BY: TS
CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

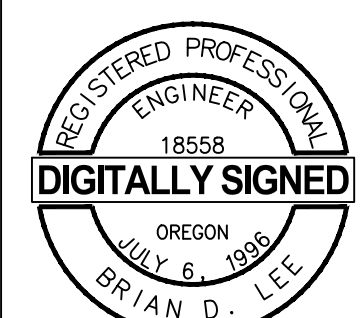
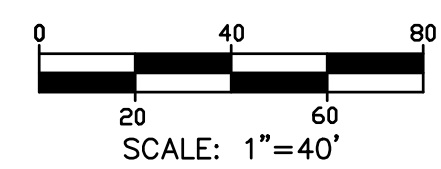
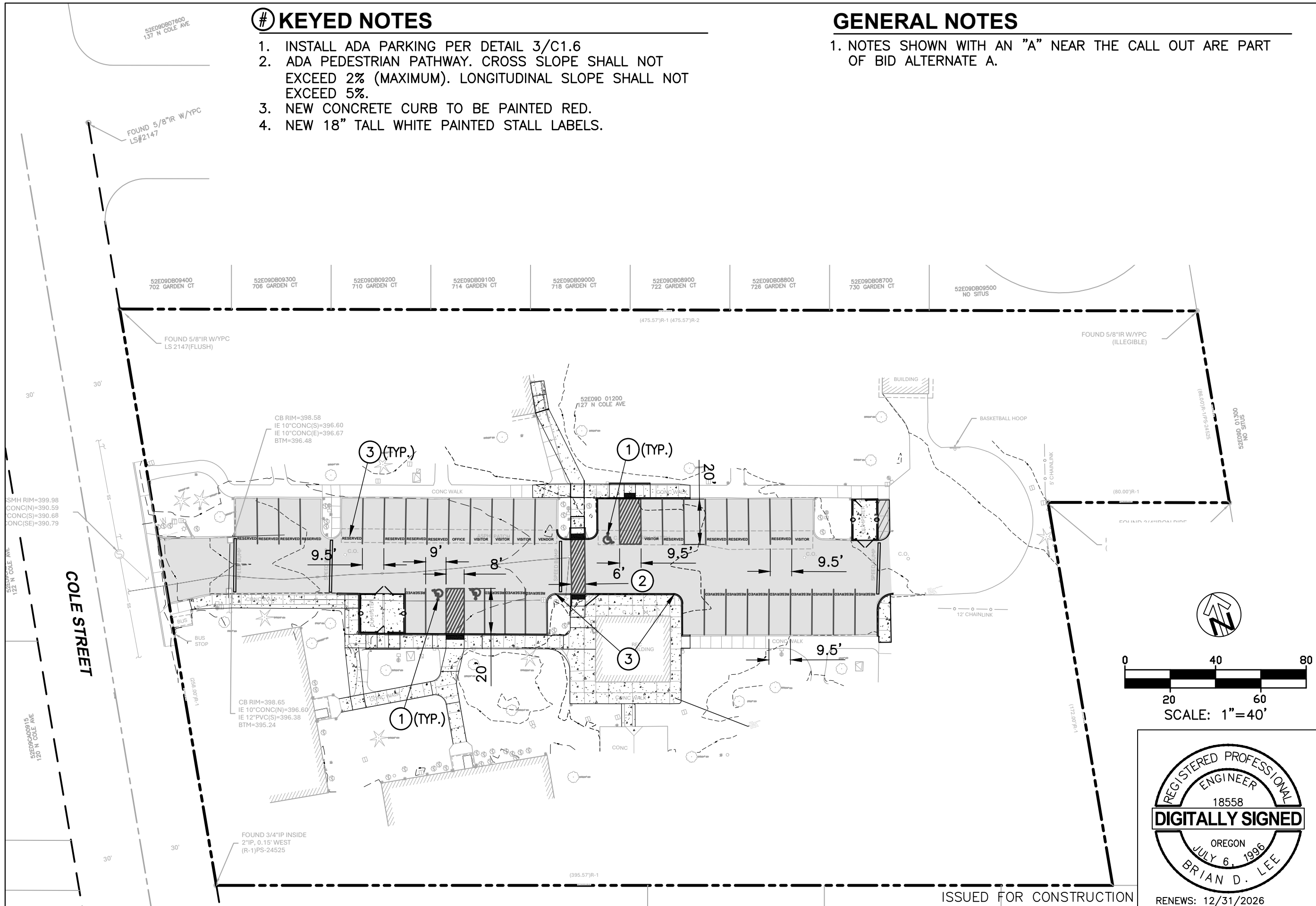
Sheet No. **C1.4**

KEYED NOTES

1. INSTALL ADA PARKING PER DETAIL 3/C1.6
2. ADA PEDESTRIAN PATHWAY. CROSS SLOPE SHALL NOT EXCEED 2% (MAXIMUM). LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.
3. NEW CONCRETE CURB TO BE PAINTED RED.
4. NEW 18" TALL WHITE PAINTED STALL LABELS.

GENERAL NOTES

1. NOTES SHOWN WITH AN "A" NEAR THE CALL OUT ARE PART OF BID ALTERNATE A.



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

PARKING PLAN
ARBOR TERRACE APARTMENTS PROJECT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

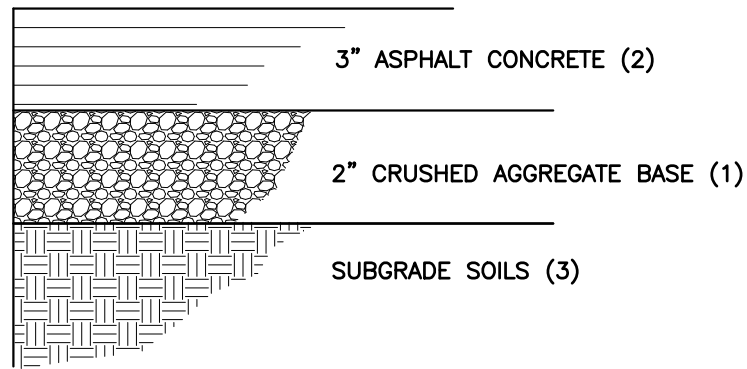
DAN JOHNSON
 DIRECTOR

DESIGNED BY: MA
 DRAFTED BY: TS
 CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

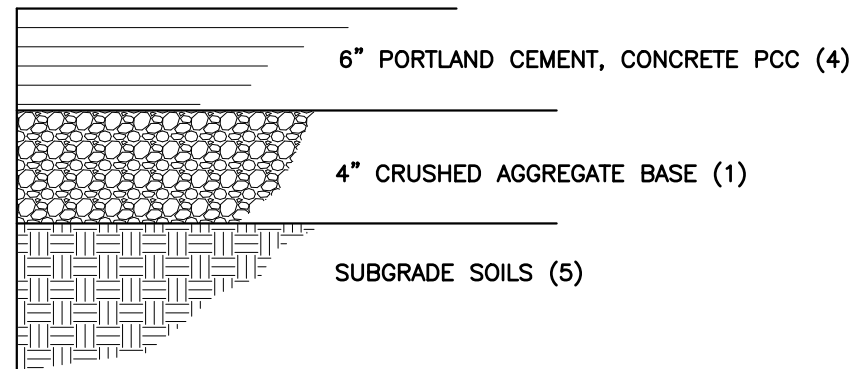
Sheet No. **C1.5**

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00



1 ASPHALT FLEXIBLE PAVEMENT SECTION- LEVEL 1

1
C1.6 NTS

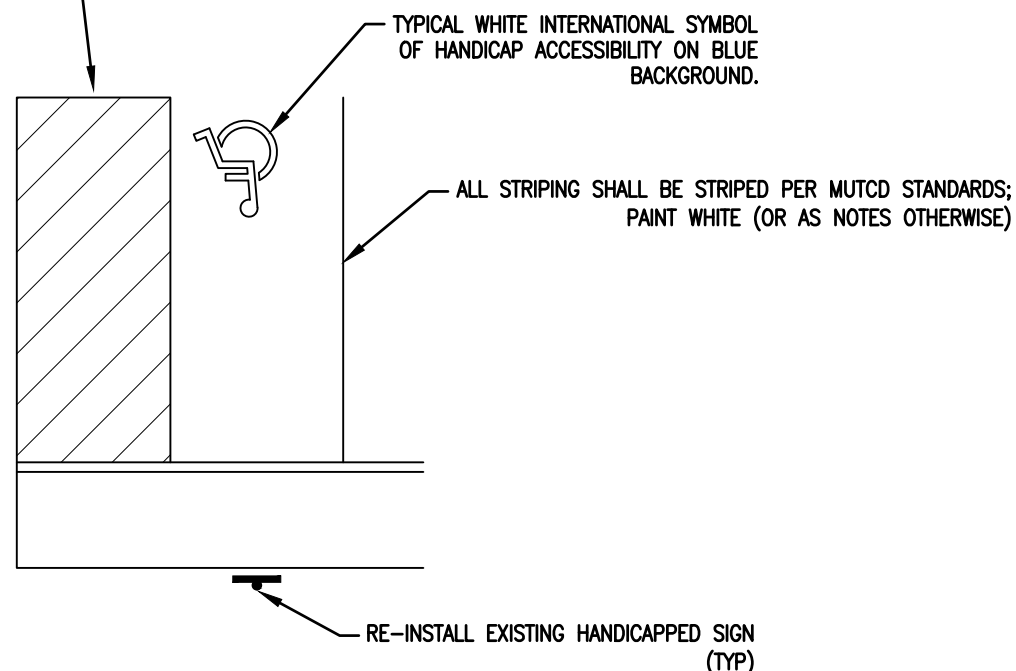


2 PCC PAVEMENT SECTION- GARBAGE AREA

2
C1.6 NTS

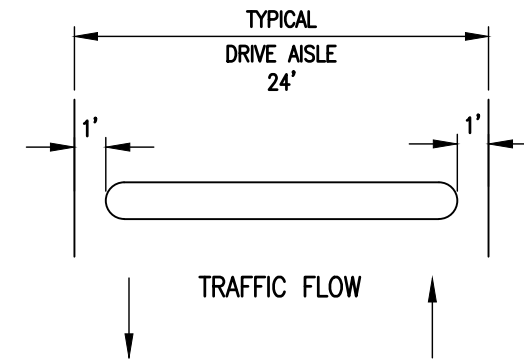
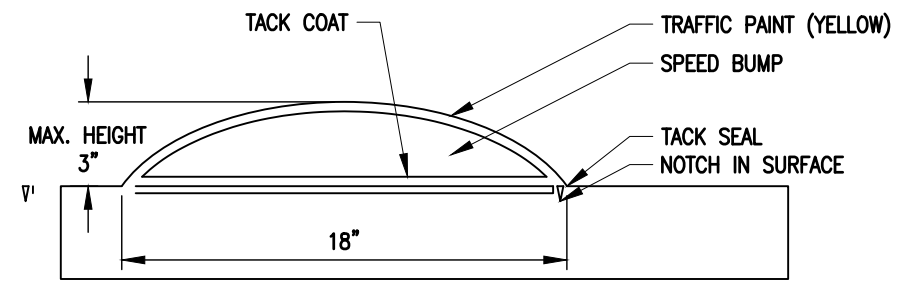
1. AGGREGATE BASE: PAVEMENT AGGREGATE BASE SHALL CONSIST OF DENSE-GRADED AGGREGATE IN CONFORMANCE WITH SECTION 02630.10 OF THE MOST RECENT ODOT SSC. THE MATERIAL SHALL CONSIST OF CRUSHED ROCK OR GRAVEL, HAVE A MAXIMUM PARTICLE SIZE OF 1.5 INCH, AND LESS THAN 5 PERCENT MATERIAL PASSING THE U.S. STANDARD NO. 200 SIEVE. AGGREGATE BASE SHOULD BE COMPACTED TO NOT LESS THAN 95 PERCENT OF THE MATERIAL'S MAXIMUM DRY DENSITY AS DETERMINED IN GENERAL ACCORDANCE WITH ASTM D1557 (MODIFIED PROCTOR).
2. AC PAVEMENT: ASPHALT PAVEMENT SHALL CONSIST OF LEVEL 2, 1/2 INCH, DENSE-GRADED AC IN CONFORMANCE WITH THE MOST RECENT ODOT SSC. ASPHALT PAVEMENT SHALL BE COMPACTED TO AT LEAST 91 PERCENT OF THE MATERIAL'S THEORETICAL MAXIMUM DRY DENSITY AS DETERMINED IN GENERAL ACCORDANCE WITH ASTM D2041 (RICE SPECIFIC GRAVITY), OR AS SPECIFIC BY THE LOCAL JURISDICTION.
3. SUBGRADE SOILS: PREPARE SUBGRADE SOILS IN CONFORMANCE WITH SECTION 4.5.1 OF GEOTECHNICAL REPORT PREPARED BY CARLSON GEOTECHNICAL DATED OCTOBER 10TH, 2025.
4. CONCRETE STRENGTH AND OTHER PROPERTIES SHOULD BE IN CONFORMANCE WITH TABLE 4 OF GEOTECHNICAL REPORT PREPARED BY CARLSON GEOTECHNICAL DATED OCTOBER 10TH, 2025.
5. ASSUMES DRY WEATHER CONSTRUCTION. INCREASED BASE ROCK SECTIONS AND/OR GEOTEXTILE SEPARATION FABRIC MAY BE REQUIRED IN WET CONDITIONS IN ORDER TO SUPPORT HEAVY CONSTRUCTION TRAFFIC AND PROTECT THE SUBGRADE. REFER TO SECTION 4.3 OF GEOTECHNICAL REPORT PREPARED BY CARLSON GEOTECHNICAL DATED OCTOBER 10TH, 2025 FOR ADDITIONAL DISCUSSION OF WET WEATHER CONSTRUCTION.

4" BLUE STRIPED @ 45D. - 12" O.C.
TYP. AND PERIMETER



3 ACCESSIBLE PARKING STALL AND SIGN

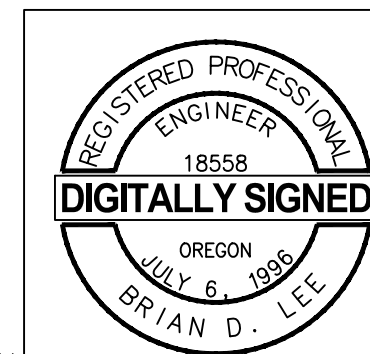
3
C1.6 NTS



1. LAY OUT AND MARK AREA FOR PLACEMENT OF SPEED BUMPS.
2. CLEAN AREA OF ALL DIRT AND DEBRIS.
3. NOTCH EXISTING ASPHALT SURFACE TO ALLEVIATE SPEED BUMP DISPLACEMENT.
4. TACK COAT AREA OF INSTALLATION USING LIQUID ASPHALT.
5. INSTALL HOT MIX SURFACE ASPHALT TO A MAXIMUM HEIGHT OF 3" AT THE APEX AND A WIDTH OF 18".
6. APPLY A SEAL OF LIQUID ASPHALT TO THE ADJOINING EDGE OF THE INSTALLATION TO HELP PREVENT MOISTURE PENETRATION.
7. APPLY HEAVY-DUTY REFLECTIVE TRAFFIC PAINT SUFFICIENT TO IDENTIFY THE SPEED BUMP.

4 SPEED BUMP

4
C1.6 NTS



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

DESIGNED BY: MA
DRAFTED BY: TS
CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

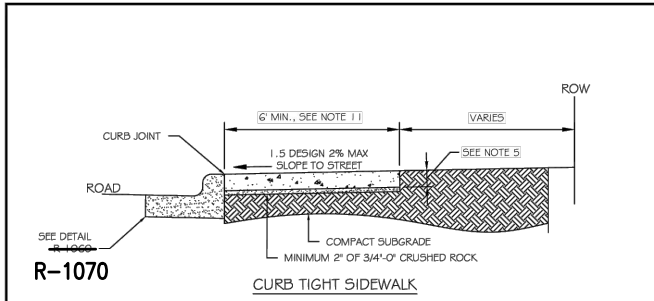
Sheet No. **C1.6**

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

STANDARD DETAILS
ARBOR TERRACE APARTMENTS PROJECT

DATE: OCTOBER 2, 2025 | PROJECT NO.: 250347.00



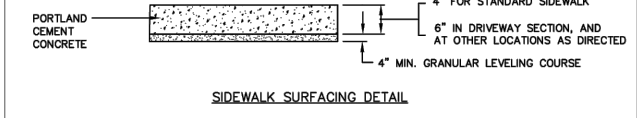
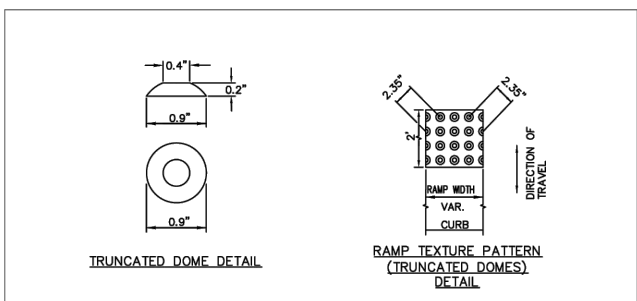
- NOTES:**
- SIDEWALK SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY (PROWAG) EDITION.
 - CONCRETE SHALL BE NATURAL IN COLOR, WITH NO COLORING EITHER ADDED TO THE MIX OR APPLIED TO THE FINISH.
 - SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH TRANSVERSE TO THE LINE OF TRAVEL AND ALL EDGES TOOL ROUNDED.
 - NEW SIDEWALK SHALL NOT INCLUDE SHINED EDGES.
 - INFILL & REPLACEMENT SIDEWALK SHALL BE FINISHED TO MATCH THE EXISTING SIDEWALK.
 - FOR SIDEWALKS FOURED MONOLITHICALLY WITH THE CURB, THE JOINT BETWEEN THEM SHALL BE A TROWELED WITH A MINIMUM 1/2" RADIUS.
 - SIDEWALK SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES CONCRETE OVER 6" OF CRUSHED ROCK AT:
 - CURB TIGHT SIDEWALK AT INTERSECTION RADIUS.
 - A MINIMUM OF ONE PANEL BEYOND EDGES OF DRIVEWAYS.
 - OTHERWISE SIDEWALK SHALL HAVE A MINIMUM THICKNESS OF 4" CONCRETE OVER 2" CRUSHED ROCK.
 - DRAIN BLOCK-OUTS IN CURBS SHALL BE EXTENDED TO BACK OF SIDEWALK WITH 3" DIA. PLASTIC PIPE AT 1% SLOPE. CONSTRUCTION JOINT TO BE PLACED OVER PIPE.
 - BASE ROCK SHALL BE COMPACTED TO PROVIDE A FIRM BASE FOR CONCRETE.
 - SIDEWALK PANELS SHOULD BE SQUARE AND OF CONSISTENT DIMENSION ALONG A BLOCK FACE. THE LENGTH OF A SIDEWALK PANEL SHALL BE ADJUSTED AS NECESSARY TO ALIGN WITH CURB JOINTS, RAMPS, AND DRIVEWAYS.
 - WIDE SIDEWALKS SHALL BE SCORED PER CITY AUTHORIZED REPRESENTATIVE.
 - BASE COURSE SHALL BE THOROUGHLY WATERED IMMEDIATELY PRIOR TO PLACEMENT OF CONCRETE WHEN THE MEASURED OR FORECASTED ASCENDING AIR TEMPERATURE IS 60 DEGREES OR GREATER.
 - SIDEWALK WIDTHS FOR COMMERCIAL ZONED PROPERTIES OR ARTERIAL STREETS WILL BE AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.

Detail Drawing may not be altered or changed in any manner except by the Public Works Director. It is the responsibility of the user to acquire the most current version.

**CITY OF MOLALLA
DEPARTMENT OF PUBLIC WORKS**

CONCRETE SIDEWALK DETAIL

DRAWN BY	GF	01/20/19	R-1075
CHECKED BY	GF	01/20/19	



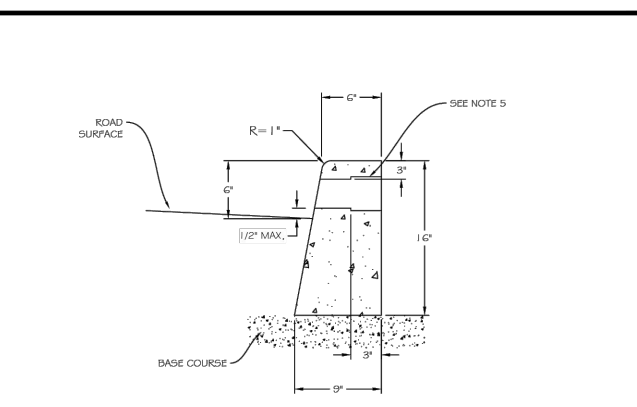
- NOTES**
- CONCRETE AND MISC. MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO CURRENT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. DETECTABLE WARNINGS ON WALKING SURFACES AS PER ADA REQUIREMENTS.
 - DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 in (23 mm) A HEIGHT OF NOMINAL 0.2 in (5 mm) AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35in (60mm) AND YELLOW IN COLOR. THE MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. DETECTABLE WARNINGS USED ON INTERIOR SURFACES SHALL DIFFER FROM ADJOINING WALKING SURFACES IN RESILIENCY OR SOUND-ON-CANE CONTACT.
 - EXPANSION JOINT SPACING EVERY 45' MIN. OR AT EQUAL INTERVALS CORRESPONDING TO CURB LINE. JOINTS SHALL BE PROVIDED PER ODOT STD. DWG. RD722.
 - THE SURFACE FINISH SHALL BE CROSS BROOMED.
 - CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3300 PSI IN 28 DAYS.

REVISION	DATE	BY	APPROVAL DATE: 5/1/2020	SCALE: N.T.S.	STANDARD DRAWING
EDIT NOTE 1	12/13/19	BN			S960
EDIT NOTE 8	12/13/19	BN			
REVISION	11/28/19	BN			
REVISION	3/20/19	BN			

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

CLACKAMAS COUNTY

STANDARD SIDEWALK & CURB
RAMP NOTES & DETAILS



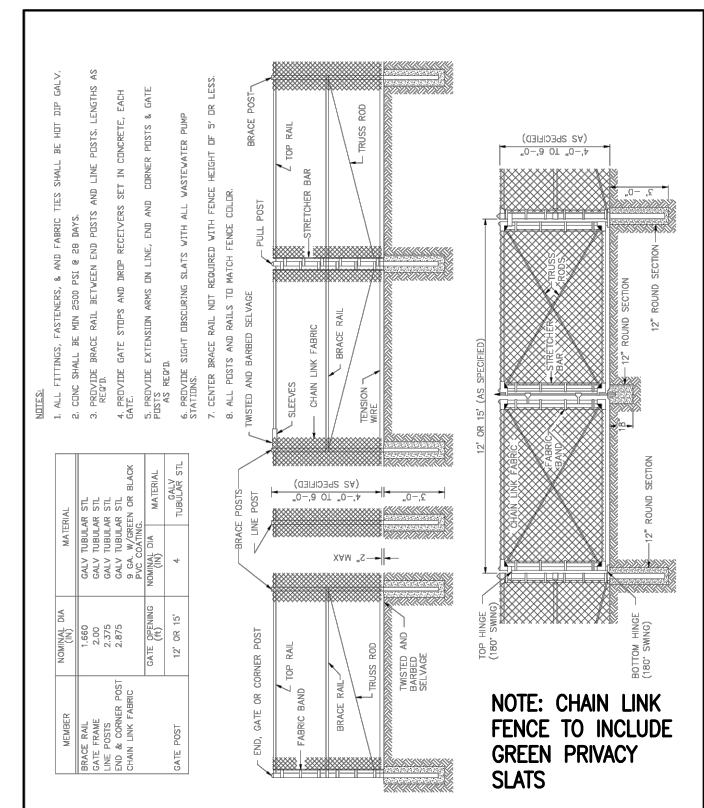
- CONCRETE SHALL BE COMMERCIAL MIX, MIN. COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
- EXPANSION JOINTS.
 - TO BE PROVIDED:
 - AT EACH COLD JOINT.
 - AT EACH END OF DRIVEWAYS.
 - AT EACH SIDE OF INLET STRUCTURES.
 - AT EACH POINT OF TANGENCY OF THE CURB.
 - AT EACH END OF WHEELCHAIR RAMP WING.
 - AT EVERY 4TH CONSTRUCTION JOINT.
 - MATERIAL TO BE PRE-MOLDED, ASPHALT IMPREGNATED, NON-EXTRUDING, WITH A THICKNESS OF 1/2 INCH.
- CONSTRUCTION JOINTS.
 - SPACING TO BE NOT MORE THAN 12 FEET.
 - THE DEPTH OF THE JOINT SHALL BE AT LEAST 2 INCHES.
- BASE ROCK TO BE 3/4"Ø COMPACTED TO 95% OF AASHTO T-100 AND SHALL BE TO SUB GRADE, STREET STRUCTURE, OR 4" IN DEPTH, WHICHEVER IS GREATER.
- DRAINAGE BLOCK-OUT
 - 3" I.D. PLASTIC PIPE WITH COUPLING.
 - DRAINAGE ACCESS THRU EXISTING CURB SHALL BE CORE DRILLED.

Detail Drawing may not be altered or changed in any manner except by the Public Works Director. It is the responsibility of the user to acquire the most current version.

**CITY OF MOLALLA
DEPARTMENT OF PUBLIC WORKS**

TYPE 'C' NON-MOUNTABLE CURB

DRAWN BY	FW	03/20/21	R-1070
CHECKED BY	GF	03/20/21	



**CHAIN LINK FENCE
AND GATE**

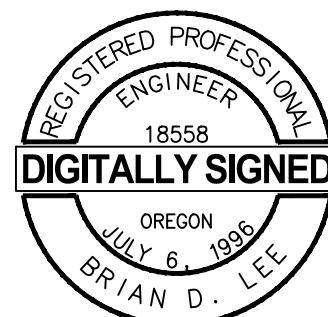
CleanWater Services

MATERIAL

NUMBER	NOMINAL DIA.	MATERIAL
BRACE RAIL	1.660	GALV TUBULAR STL
GATE FRAME	2.00	GALV TUBULAR STL
LINE POSTS	2.375	GALV TUBULAR STL
END GATE OR CORNER POST	2.075	9 GA. W/GREEN OR BLACK CHAIN LINK FABRIC
BRACE POSTS	NOMINAL DIA.	MATERIAL
	12" OR 15"	TUBULAR STL

DRAWING NO. 792

REVISED 10-31-19



ISSUED FOR CONSTRUCTION

RENWS: 12/31/2026

STANDARD DETAILS

**ARBOR TERRACE APARTMENTS
PROJECT**

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR
DAN JOHNSON

DESIGNED BY:	MA	
DRAFTED BY:	TS	
CHECKED BY:	BDL	

REVISIONS

NO	DATE	DESCRIPTION
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

Sheet No. **C1.7**

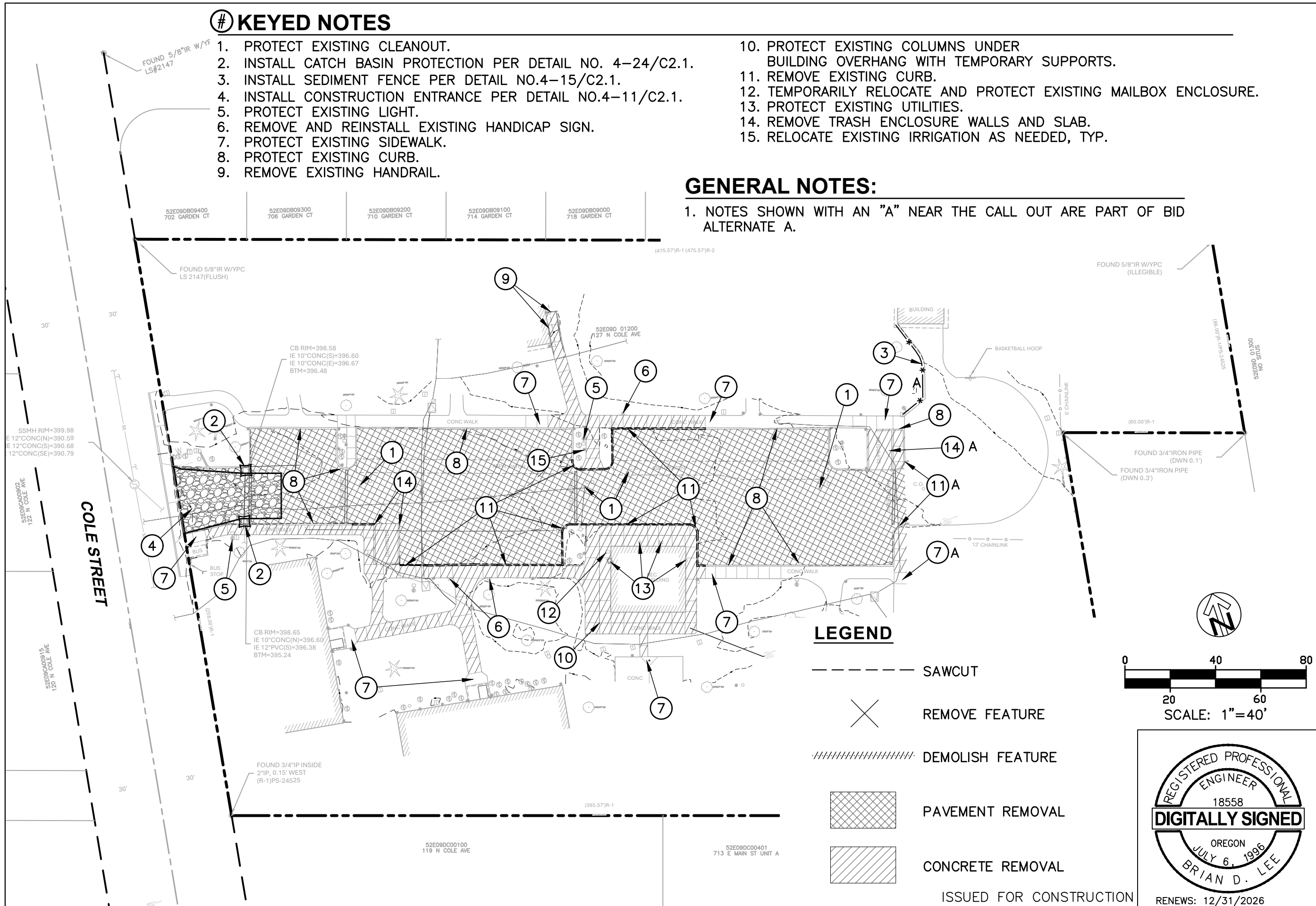
KEYED NOTES

1. PROTECT EXISTING CLEANOUT.
2. INSTALL CATCH BASIN PROTECTION PER DETAIL NO. 4-24/C2.1.
3. INSTALL SEDIMENT FENCE PER DETAIL NO.4-15/C2.1.
4. INSTALL CONSTRUCTION ENTRANCE PER DETAIL NO.4-11/C2.1.
5. PROTECT EXISTING LIGHT.
6. REMOVE AND REINSTALL EXISTING HANDICAP SIGN.
7. PROTECT EXISTING SIDEWALK.
8. PROTECT EXISTING CURB.
9. REMOVE EXISTING HANDRAIL.

10. PROTECT EXISTING COLUMNS UNDER BUILDING OVERHANG WITH TEMPORARY SUPPORTS.
11. REMOVE EXISTING CURB.
12. TEMPORARILY RELOCATE AND PROTECT EXISTING MAILBOX ENCLOSURE.
13. PROTECT EXISTING UTILITIES.
14. REMOVE TRASH ENCLOSURE WALLS AND SLAB.
15. RELOCATE EXISTING IRRIGATION AS NEEDED, TYP.

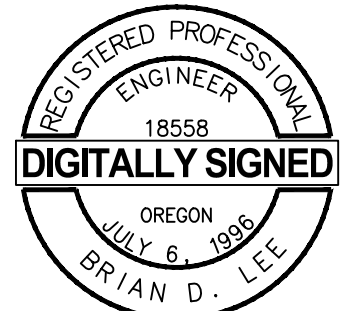
GENERAL NOTES:

1. NOTES SHOWN WITH AN "A" NEAR THE CALL OUT ARE PART OF BID ALTERNATE A.



LEGEND

- SAWCUT
- ✕ REMOVE FEATURE
- //// DEMOLISH FEATURE
- [Cross-hatched box] PAVEMENT REMOVAL
- [Diagonal hatched box] CONCRETE REMOVAL



TESC & DEMOLITION PLAN
ARBOR TERRACE APARTMENTS PROJECT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

DESIGNED BY: MA
 DRAFTED BY: TS
 CHECKED BY: BDL

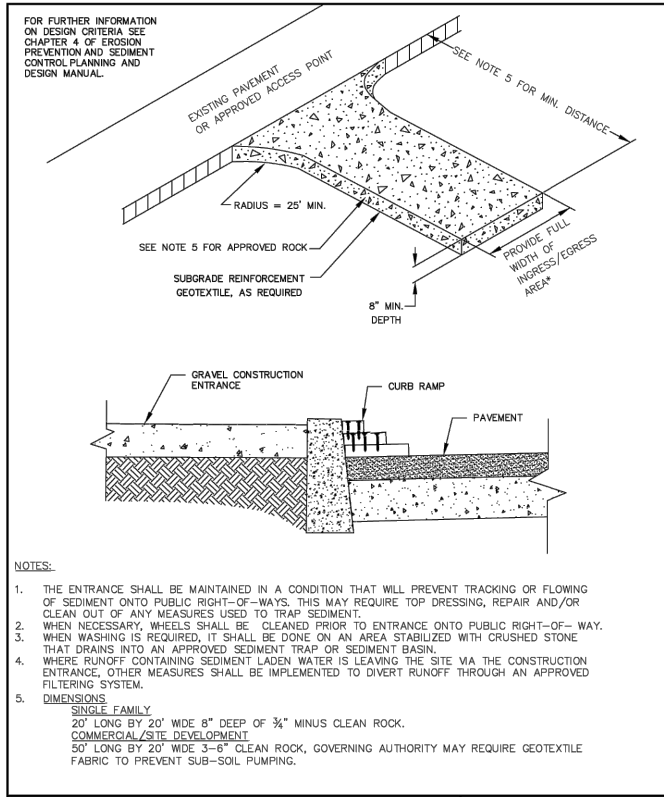
NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

Sheet No. **C2.0**

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

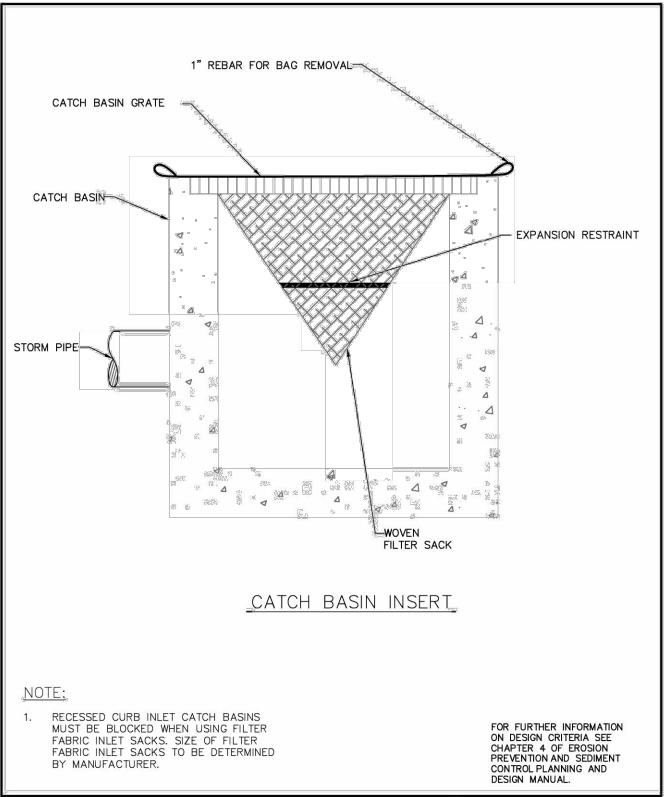
RENEWS: 12/31/2026

ISSUED FOR CONSTRUCTION



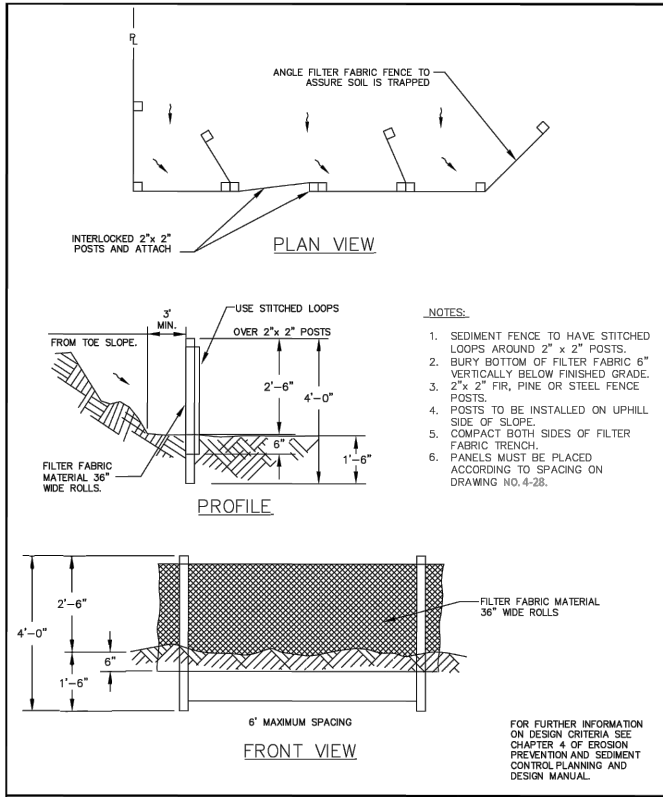
- FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.
- SEE NOTE 5 FOR MIN. DISTANCE
- SEE NOTE 5 FOR APPROVED ROCK
- PROVIDE FULL WIDTH OF INGRESS/EGRESS AREA*
- GRANUL CONSTRUCTION ENTRANCE
- CURB RAMP
- PAVEMENT
- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
 4. WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
 5. DIMENSIONS
SINGLE FAMILY
20' LONG BY 20' WIDE 8" DEEP OF 3/4" MINUS CLEAN ROCK.
COMMERCIAL/SITE DEVELOPMENT
50' LONG BY 20' WIDE 3-6" CLEAN ROCK, GOVERNING AUTHORITY MAY REQUIRE GEOTEXTILE FABRIC TO PREVENT SUB-SOIL PUMPING.

CONSTRUCTION ENTRANCE
DRAWING NO. 4-11 REVISED 10-31-19



- NOTE:
1. RECESSED CURB INLET CATCH BASINS MUST BE BLOCKED WHEN USING FILTER FABRIC INLET SACKS. SIZE OF FILTER FABRIC INLET SACKS TO BE DETERMINED BY MANUFACTURER.
- FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

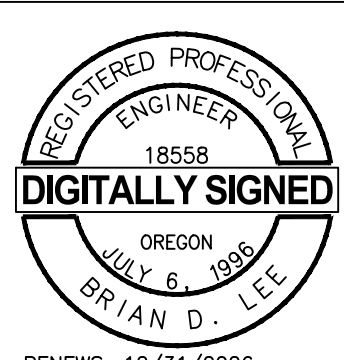
INLET PROTECTION TYPE 5
DRAWING NO. 4-24 REVISED 10-31-19



- NOTES:
1. SEDIMENT FENCE TO HAVE STITCHED LOOPS AROUND 2" x 2" POSTS.
 2. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
 3. 2" x 2" FIR, PINE OR STEEL FENCE POSTS.
 4. POSTS TO BE INSTALLED ON UPHILL SIDE OF SLOPE.
 5. COMPACT BOTH SIDES OF FILTER FABRIC TRENCH.
 6. PANELS MUST BE PLACED ACCORDING TO SPACING ON DRAWING NO. 4-28.
- FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

SEDIMENT FENCE
DRAWING NO. 4-15 REVISED 10-31-19

ISSUED FOR CONSTRUCTION



RENEWS: 12/31/2026

NO DATE:	
1	2/19/26 ISSUED FOR CONSTRUCTION
2	2/26/26 REVISED FOR BID ALTERNATIVE A

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

TESC DETAILS
ARBOR TERRACE APARTMENTS PROJECT

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

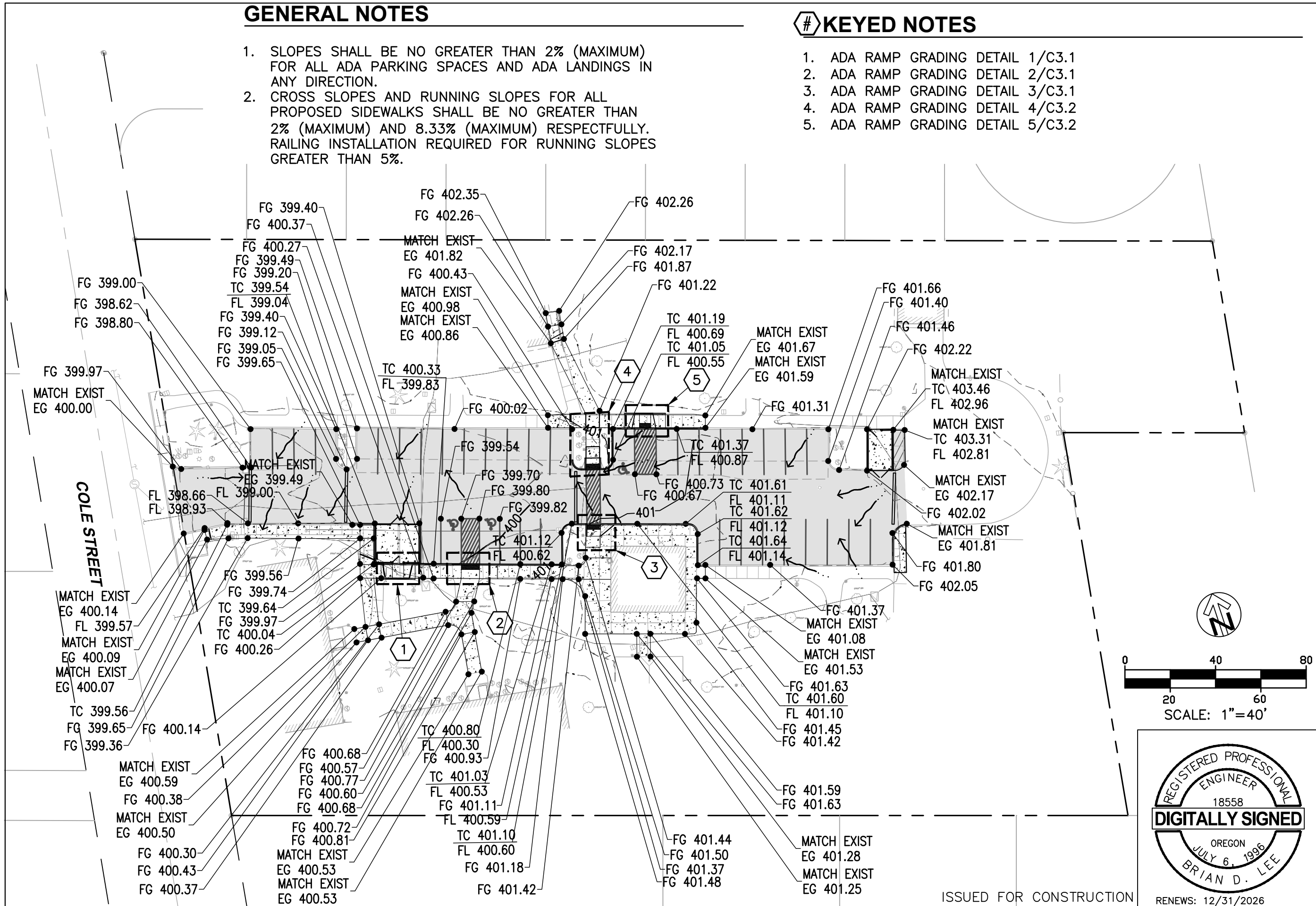
Sheet No. C2.1

GENERAL NOTES

1. SLOPES SHALL BE NO GREATER THAN 2% (MAXIMUM) FOR ALL ADA PARKING SPACES AND ADA LANDINGS IN ANY DIRECTION.
2. CROSS SLOPES AND RUNNING SLOPES FOR ALL PROPOSED SIDEWALKS SHALL BE NO GREATER THAN 2% (MAXIMUM) AND 8.33% (MAXIMUM) RESPECTFULLY. RAILING INSTALLATION REQUIRED FOR RUNNING SLOPES GREATER THAN 5%.

KEYED NOTES

1. ADA RAMP GRADING DETAIL 1/C3.1
2. ADA RAMP GRADING DETAIL 2/C3.1
3. ADA RAMP GRADING DETAIL 3/C3.1
4. ADA RAMP GRADING DETAIL 4/C3.2
5. ADA RAMP GRADING DETAIL 5/C3.2



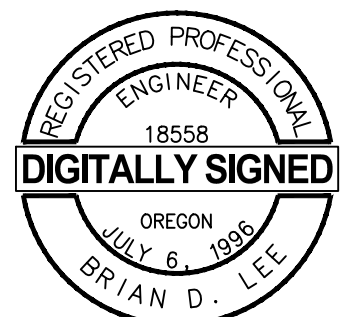
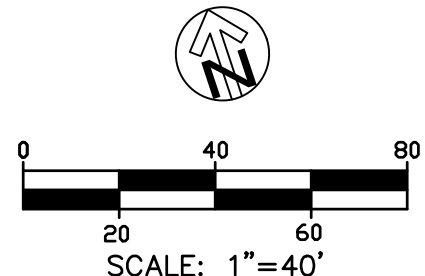
GRADING & PAVING PLAN
ARBOR TERRACE APARTMENTS PROJECT

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

DESIGNED BY: MA
 DRAFTED BY: TS
 CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

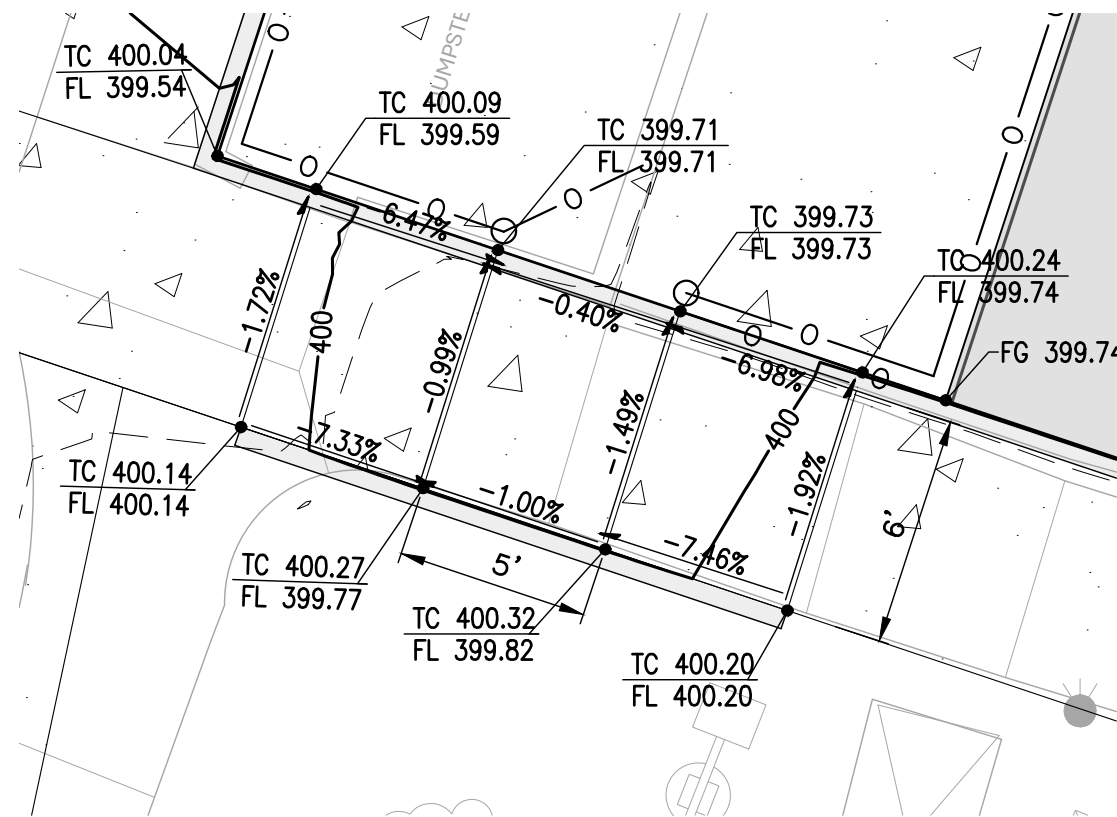


ISSUED FOR CONSTRUCTION

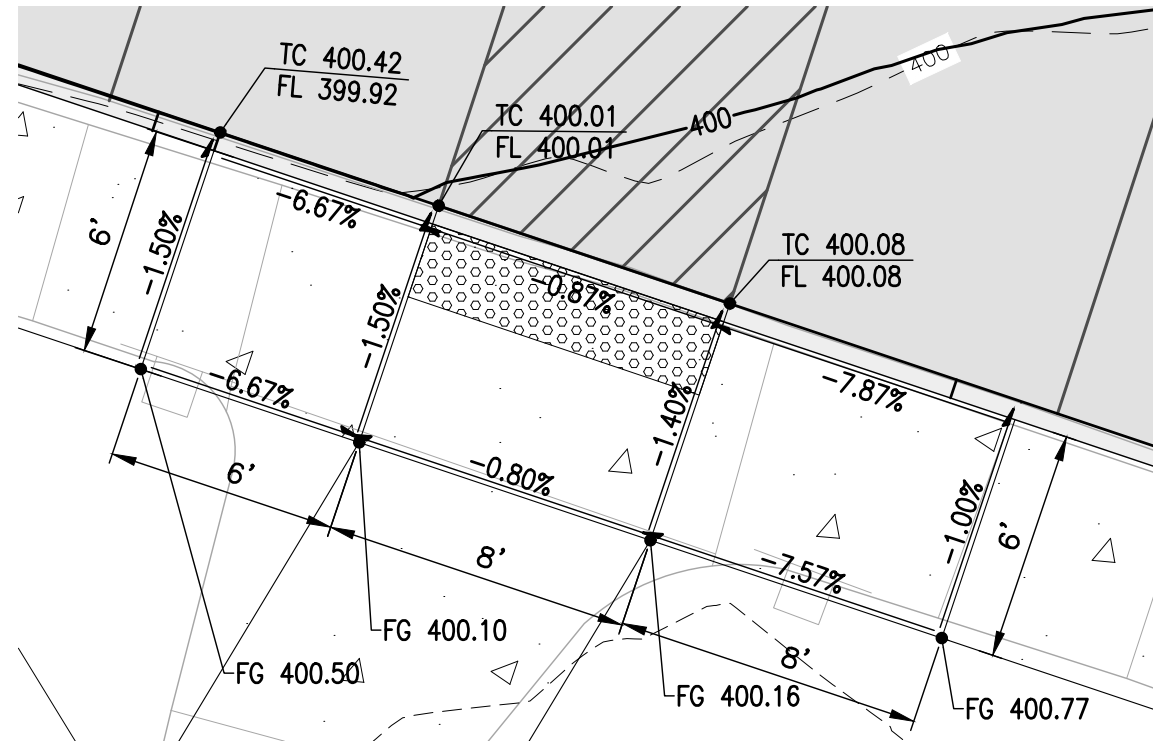
RENUEWS: 12/31/2026

Sheet No. **C3.0**

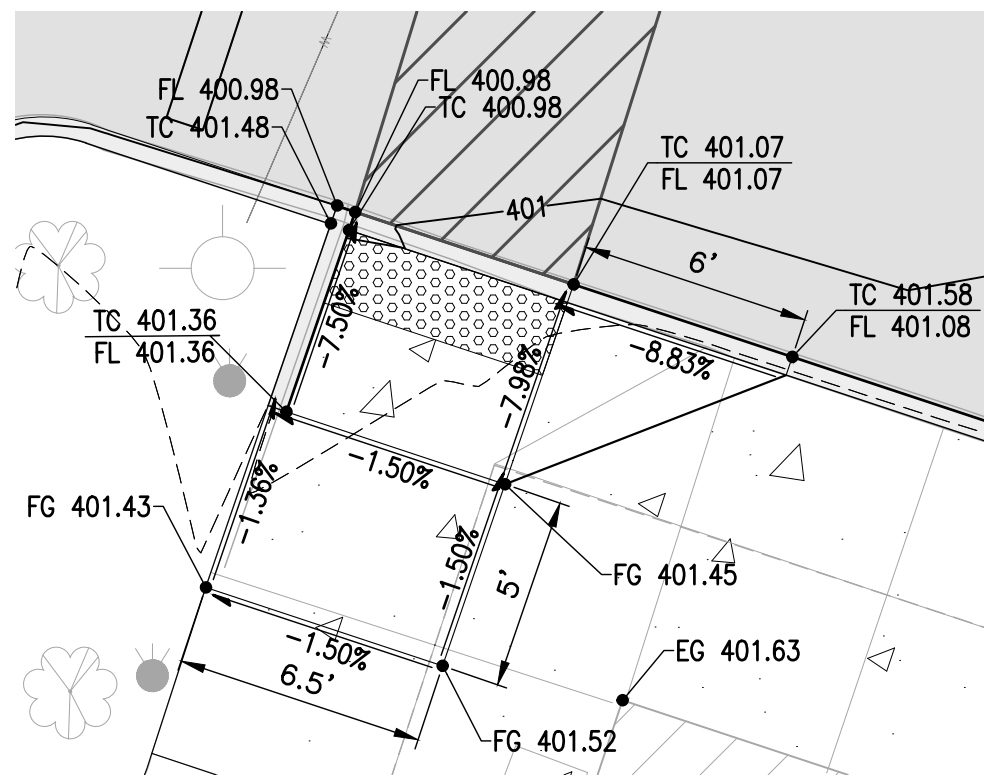
DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00



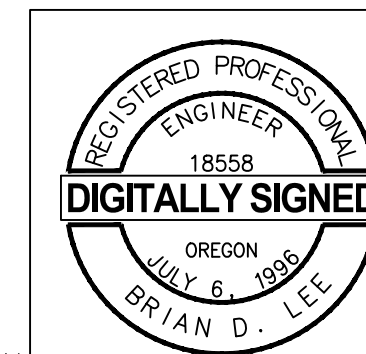
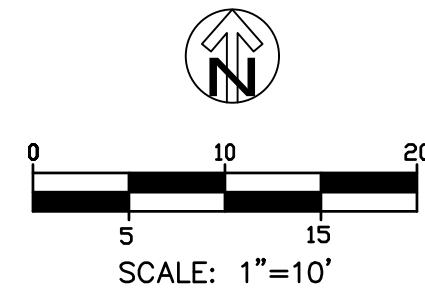
1 ADA RAMP DETAIL
1"=5'



2 ADA RAMP DETAIL
1"=5'



3 ADA RAMP DETAIL
1"=5'



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

DESIGNED BY:	MA
DRAFTED BY:	TS
CHECKED BY:	BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

Sheet No. **C3.1**

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR
DAN JOHNSON

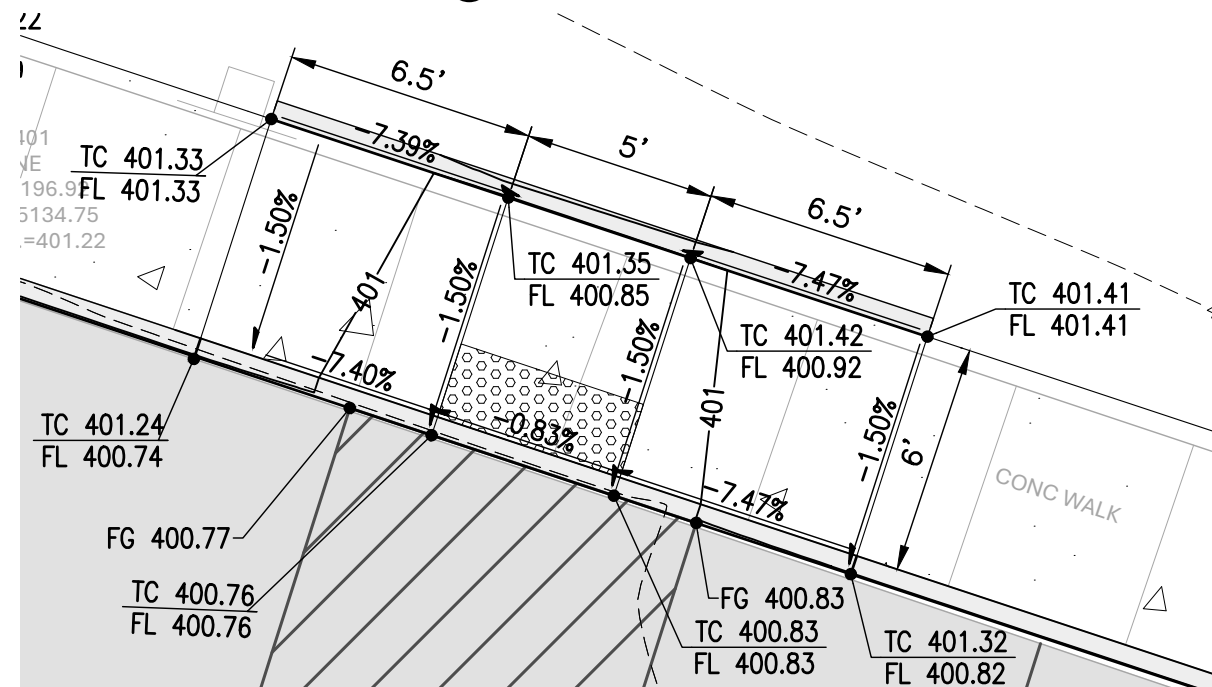
ADA RAMP DETAILS

ARBOR TERRACE APARTMENTS
PROJECT

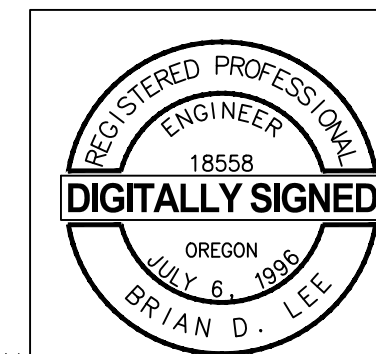
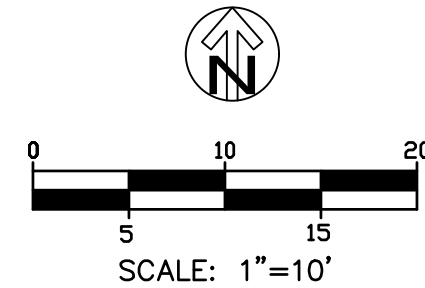
DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00



4 ADA RAMP DETAIL
1"=5'



5 ADA RAMP DETAIL
1"=5'



ISSUED FOR CONSTRUCTION

RENEWS: 12/31/2026

DESIGNED BY: MA
DRAFTED BY: TS
CHECKED BY: BDL

NO	DATE	REVISIONS
1	2/19/26	ISSUED FOR CONSTRUCTION
2	2/26/26	REVISED FOR BID ALTERNATIVE A

Sheet No. **C3.2**

ADA RAMP DETAILS

ARBOR TERRACE APARTMENTS
PROJECT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DATE: OCTOBER 2, 2025 PROJECT NO.: 250347.00

**SPECIAL PROVISIONS
FOR CONSTRUCTION**

**ARBOR TERRACE APARTMENTS
ADA SIDEWALK & RAMP IMPROVEMENTS PROJECT**

**HOUSING AUTHORITY OF CLACKAMAS COUNTY
CLACKAMAS COUNTY DEPARTMENT OF HEATH,
HOUSING AND HUMAN SERVICES**

CLACKAMAS COUNTY, OREGON

**CLASS OF WORK:
ROADWORK, SIGNING & STRIPING**

SUMMER 2026

Prepared By:




THIS PAGE LEFT INTENTIONALLY BLANK

CLACKAMAS COUNTY HOUSING AND COMMUNITY DEVELOPMENT
SPECIAL PROVISIONS

FOR

ROADWORK, SIGNING & STRIPING
ARBOR TERRACE APARTMENTS
Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p>  <p>RENEWS: 12/31/2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Arbor Terrace Apartments. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections: 00210, 00228, 00240, 00270, 00280, 00290, 00310, 00320, 00405, 00415, 00430, 00445, 00446, 00470, 00490, 00640, 00641, 00730, 00735, 00744, 00746, 00748, 00860, 00867, 02050, 02630</p>
--	--

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

TABLE OF CONTENTS

Section 00110 – Organization, Conventions, Abbreviations, and Definitions 5

Section 00120 – Bidding Requirements and Procedures..... 8

Section 00130 – Award and Execution of Contract..... 9

Section 00140 – Scope of Work..... 9

Section 00150 – Control of Work.....10

Section 00160 – Source of Materials.....12

Section 00165 – Quality of Materials.....12

Section 00170 – Legal Relations and Responsibilities12

Section 00180 – Prosecution and Progress13

Section 00190 – Measurement of Pay Quantities.....15

Section 00195 – Payment15

Section 00196 – Payment for Extra Work.....18

Section 00197 – Payment for Force Account Work18

Section 00199 – Disagreements, Protests, and Claims.....18

Section 00210 - Mobilization20

Section 00228 - Temporary Pedestrian and Bicyclist Routing21

Section 00240 - Temporary Drainage Facilities.....21

Section 00270 - Temporary Fences21

Section 00280 - Erosion and Sediment Control.....21

Section 00290 - Environmental Protection23

Section 00310 - Removal of Structures and Obstructions24

Section 00320 - Clearing and Grubbing25

Section 00405 - Trench Excavation, Bedding, and Backfill.....25

Section 00415 - Video Pipe Inspection.....25

Section 00430 - Subsurface Drains.....26

Section 00445 - Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe.....27

Section 00470 - Manholes, Catch Basins, and Inlets.....27

Section 00490 - Work On Existing Sewers and Structures27

Section 00640 - Aggregate Base and Shoulders.....27

Section 00641 - Aggregate Subbase, Base, and Shoulders27

Section 00730 - Emulsified Asphalt Tack Coat.....27

Section 00735 - Emulsified Asphalt Concrete Pavement.....27

Section 00744 - Asphalt Concrete Pavement.....28

Section 00746 - Crack Sealing Flexible Pavements28

Section 00748 - Asphalt Concrete Pavement Repair.....28

Section 00860 - Longitudinal Pavement Markings - Paint.....28

Section 00867 - Transverse Pavement Markings - Legends and Bars29

Section 02050 – Curing Materials29

Section 02630 – Base Aggregate.....29

Section 02690 – PCC Aggregates.....29

SPECIAL PROVISIONS

Clackamas County Special Provisions (2024 version October 11, 2024)

Section 00110 – Organization, Conventions, Abbreviations, and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

- Clackamas County’s Local Contract Review Board (LCRB) Rules are accessible online on the County’s website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>
- Equipment Watch
www.equipmentwatch.com
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

00110.10 Abbreviations

Add the following:

CCDA	Clackamas County Development Agency
DTD	Clackamas County Department of Transportation and Development
HACC	Housing Authority of Clackamas County
LCRB	Local Contract Review Board
ODFW	Oregon Department of Fish and Wildlife
UNS	Utility Notification System
WES	Water Environment Services of Clackamas County

00110.20 Definitions

Add or modify definitions as follows:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County

Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as “Notice to Intent to Award”.

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2024 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds - The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives, or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor’s designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates,

the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

Plan Holder's List – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by the Agency.

State - Where the term “State” or “State of Oregon” or “ODOT” appears in the contract documents it shall mean “Clackamas County”, “State of Oregon”, or “ODOT” as applicable because of context.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders. To gain Prequalification of Bidders through ODOT:

- If delivered by electronic mail, the application shall be sent to:
- ODOTProcurementOfficeConstruction@odot.oregon.gov
- If delivered by mail or parcel delivery service, the application shall be sent to:

Oregon Department of Transportation
Procurement Construction Contracts, MS #33
355 Capitol Street NE
Salem, OR 97301

00120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

Copies of the 2024 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

The Plans, which are applicable to the Work to be performed under the Contract, are included in these Special Provisions.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids

- Delete and replace with the following:

See Instructions to Bidders.

00120.40 Preparation of Bids – Delete and replace this section with the following:

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

Section 00130 – Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2024 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

See Instructions to Bidders.

Section 00140 – Scope of Work

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.31 "As-Built" Records - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

Section 00150 – Control of Work

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Delete this section and replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.50 Cooperation with Utilities - Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following:

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations.

00150.70 Detrimental Operations – Add the following:

Portions of this project might be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better conditions at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, if any, which may be disturbed during construction.

Section 00160 – Source of Materials

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.20(a) Buy America – Delete this section and replace with the following: Federal highway funds are NOT involved on this Project.

Section 00165 – Quality of Materials

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence: The County follows the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the NTMAG on its projects.

Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses, and Taxes – Add the following:

This project is to be constructed on Clackamas County owned property. There are no separate permits required from Clackamas County or the City of Molalla to perform the work required under this contract.

00170.61(a) Workers' Compensation - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The US Department of Labor determines and publishes the Davis Bacon wage rates at sam.gov website <https://sam.gov/content/wage-determinations> . The wage determinations will fall under the Highway Construction category. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages		Combined Single Limit per Occurrence	Annual Limit	Aggregate
Commercial Liability	General	\$1,000,000	\$2,000,000	
Commercial Liability	Automobile	\$1,000,000	(aggregate limit not required)	

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)..." with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement endorsing the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees" as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.72 Indemnity/Hold Harmless – Delete and replace with the following:

Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

Section 00180 – Prosecution and Progress

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Noise Control	00290.32

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type “B” schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

- The Contractor shall complete all Work to be done under the Contract not later than 90 days from Notice To Proceed for Substantial Completion.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they

will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.88 Workplace Harassment Prevention Plan – Submit a workplace harassment prevention plan for review 10 days before the preconstruction conference. The plan shall ensure all workers are guaranteed a safe and respectful work environment regardless of their identity or status. The plan applies to, but is not limited to, a worker's race, gender, creed, or any protected characteristic under state or federal law. At a minimum, the plan shall include:

- A Statement that the Contractor shall provide a safe and respectful workplace on the jobsite for all workers, subcontractors, suppliers, and other persons performing work.
- A description of how the plan will be implemented and monitored during the project duration.
- A list of the in-person trainings that will be conducted for workers of all ranks working on the project to support, promote, and grow a positive jobsite culture.
- A list of meaningful policies including procedures for aggrieved workers in need of recourse.
- How incidents involving bullying or harassment will be investigated and resolved in a prompt, thorough, and impartial manner.

Contractor shall post on the jobsite and make available copies of policies about hate, intimidation, or harassment including how to report incidents and how to receive support. Materials will be provided in all languages necessary to be inclusive of the workforce.

00180.89 Measurement – No measurement of quantities will be made for workplace harassment prevention plan.

00180.95 Payment – Payment for workplace harassment prevention plan will be for developing and implementing the plan during construction of the project, in-person training, developing meaningful policies, and investigating incidents.

Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work – Add the following:

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50(a)(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Delete the section and replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50(b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c)(1) Cash, Alternate A – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest bearing account, established through the State Treasurer for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace this subsection, except for the subsection number and title, with the following:

The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. The Agency will accept this Surety bond unless the Agency first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1)(c).

The Surety bond must be in substantially the form specified in ORS 701.435 (4) (Oregon House Bill 4006, 2024), and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. Agency will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

When the Agency accepts a Surety bond in lieu of retainage from the Contractor, the Contractor shall accept Surety bonds from Subcontractors or Suppliers from which the Contractor has withheld retainage. At any time before final payment a Subcontractor may submit a Surety bond to the Contractor and request that the Contractor submit a Surety bond as described above for the portion of the Contractor's retainage that pertains to the Subcontractor. The Surety bond the Subcontractor provides to the Contractor must meet the Agency requirements specified in the paragraph above. When a Contractor at a Subcontractor's request obtains and submits a Surety bond under this subsection, the Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor's Surety bond premium for which the Subcontractor is responsible in accordance with ORS 279C.560 (Oregon House Bill 4006, 2024).

Within 30 Days after a Subcontractor's request the Contractor shall provide a Surety bond as described above, and the Agency will accept the Surety bond unless:

- the Agency finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560;
- a Surety bond is not commercially available;
- the Subcontractor refuses to pay to the Contractor the Subcontractor's portion of the Surety bond premium; or
- the Subcontractor refuses to provide the Contractor with a Surety bond that meets the requirements of ORS 279C.560(1)(b).

Notwithstanding 00195.50(d), within 30 Days of receiving a Surety bond from Contractor at a Subcontractor's or Supplier's request, Agency will release to the Contractor the amount held as retainage that is equivalent to the amount the Contractor submitted as a Surety bond. Contractor shall, within 30 Days after receiving a Surety bond from a Subcontractor or Supplier, release to the Subcontractor or Supplier the amount the Contractor holds as retainage that is equivalent to the amount of the Surety bond submitted, in accordance with ORS 279C.560(8).

00195.50(c)(3) Bonds, Securities, and Other Instruments - Replace this subsection, except for the subsection number and title, with the following:

Contractor may deposit bonds, securities or other instruments with the Agency or in a bank or other financial institution, to be held by Agency instead of cash retainage for the benefit of the Agency, which the Agency will accept unless the Agency first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS 279C.560(1)(c).

If the Contractor deposits bonds, securities or other instruments, and Agency does not reject the bonds, securities or other instruments as permitted by ORS 279C.560(1)(c), the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be of a character approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

00195.50(f) Prompt Payment Policy - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications supplemented and/or modified as follows:

00196.91 Extra Work Allowance – Add the following new section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications.

Section 00199 – Disagreements, Protests, and Claims

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Delete the entire section and replace with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a

second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

Section 00210 - Mobilization

Comply with Section 00210 of the Standard Specifications.

Section 00228 - Temporary Pedestrian and Bicyclist Routing

Comply with Section 00228 of the Standard Specifications modified as follows:

00228.13 Temporary Curb Ramps – Replace this subsection, except for the subsection number and title, with the following:

Furnish temporary curb ramps from the QPL or the Conditional Use List; or construct temporary curb ramps on site according to the Standard Drawings. Use ACP, PCC, or other approved Materials for on-site constructed temporary curb ramps. Furnish truncated dome detectable warning surface for temporary curb ramps from the QPL according to Section 00765.

Section 00240 - Temporary Drainage Facilities

Comply with Section 00240 of the Standard Specifications.

Section 00270 - Temporary Fences

Comply with Section 00270 of the Standard Specifications as modified:

00270.10 Material – Replace the sentence that begins “Provide new Material...” with the following paragraph:

Provide new Material meeting the requirements of 01050.10. Used Materials in like new condition may be provided if approved. See 00270.70.

Section 00280 - Erosion and Sediment Control

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraphs and bullets:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the NPDES 1200-CA, 1200-CN, OR 1200-C permit if applicable.

Conditions requiring NPDES 1200 permits are as follows:

- Projects with one acre of ground disturbance or more on Agency owned land are regulated under the Agency’s 1200-CA permit.
- When Project Work on Agency owned land disturbs less than one acre, but ground disturbances on non-Agency owned lands combined with Project ground disturbances on Agency owned land total one acre or more the Agency Project Work will be regulated

by the Agency's 1200-CA permit. The Contractor is responsible for acquiring the 1200-C permit for all areas of disturbance on non-Agency owned land.

When the combined areas of disturbance of all Project related activities is less than one acre, no NPDES 1200 permit coverage is required.

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials...".

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.02 Definitions - Delete the definition **Wet Season Work**

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins "Information required under 1200-CA..." with the following bullet:

- Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.14(a) Plastic Sheeting - Replace the bullet that begins "**Plastic Sheeting** - Minimum 6-mil thick..." with the following bullet:

- **Plastic Sheeting** - Minimum 6-mil thick polyethylene plastic sheeting or plastic sheeting that meets or exceeds the performance properties outlined in ASTM D4397.

00280.16(a) Construction Entrances - Replace the bullet that begins "**Geotextile...**" with the following bullet:

- **Geotextile** - Riprap geotextile meeting the requirements of 02320.20 Table 02320-2. Provide documentation according to 02320.10(c).

00280.16(c) Sediment Fence - Replace the bullet that begins "**Geotextile...**" with the following bullet:

- **Geotextile** - Geotextile meeting requirements of 02320.20 Table 02320-3. Provide documentation according to 02320.10(c).

00280.16(d) Inlet Protection - Replace the bullet that begins "**Geotextile...**" with the following bullet:

- **Geotextile** - Type 1 geotextile meeting the requirements of 02320.20 Table 02320-1. Provide documentation according to 02320.10(c).

00280.41(c) Wet Season Work and Temporary Work Suspension - Replace this subsection with the following subsection:

00280.41(c) Temporary Work Interruption - Update the ESCP and schedule for Work proposed between October 1 and May 31 to ensure that all appropriate controls, including ESC during Work interruption, are implemented and maintained. Submit the updated ESCP and schedule to the Agency and receive approval before beginning any Work between October 1 and May 31.

Between October 1 and May 31, limit excavation and bare ground activities to only those required for immediate operations. Stabilize stockpiles at the end of each workday by diverting flows, placing covers, or installing Sediment barriers.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins “Inspect the Project Site...”.

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

00280.64(a) Corrective Action Timelines – Delete the bullet that begins “If completion of corrective action is not feasible...”

Delete the bullet that begins “Provide a schedule for clean-up and corrective actions...”

Delete the bullet that begins “Provide all corrective action documentation and photographs...”

00280.91 Payment – Replace the paragraph that begins “Emergency Materials that are incorporated...” with the following paragraph:

Materials listed in 00280.48 that are incorporated into the Project will be paid for under the appropriate items listed in the Contract Schedule of Items.

Section 00290 - Environmental Protection

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

00290.10 Staging and Disposal Sites – Replace the paragraph that begins “Locate staging areas...” with the following paragraph:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved, unless otherwise specified in (Section 00236) (or) (Section 00237) or approved, in writing, by the Engineer.

00290.30 Pollution Control – Replace the paragraph that begins "Prevent, control, and abate..." with the following paragraph:

Prevent, control, and abate pollution of the environment.

00290.30(a)(1) General - Replace this subsection, except for the subsection number and title, with the following:

- Do not allow any foreign substances or objects to enter waters of the State and U.S. that exceed regulated or permit limits.
- Do not cause turbidity in waters of the State and U.S. that exceeds regulated or permit limits.

00290.32 Noise Control - Add the following paragraph(s) to the end of this subsection:

Review Molalla Municipal Code 9.13 which describes noise control regulations. Comply with the applicable noise control requirements of the permit for Project Work.

Copies of the noise variance permit for this Project are available from the Engineer.

Section 00310 - Removal of Structures and Obstructions

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.80 Measurement - Replace the bullet "Length and Area..." with the following bullet:

- **Length and Area** - The length or area of the Structure or item actually removed, will be measured along the line and grade of the Structure or item for each continuous Structure or item removed. Measurement will be on the length or area basis, limited to the Neat Lines shown or directed.

Asphalt Pavement Sawcutting and Concrete Sawcutting will be measured by the linear foot of sawcut, limited to the Neat Lines shown or directed unless otherwise specified. Methods other than sawcutting will not be measured.

Additional concrete sawcutting beyond what is shown or directed by the Engineer will not be measured.

00310.92 Separate Item Basis

Replace the Pay Item Asphalt Pavement Sawcutting with the following Pay Item:

Pay Item	Unit of Measurement
(g) Asphalt Pavement Sawcutting, less than 6 Inches Deep.....	Foot

Add the following Pay Item to the Pay Item list:

- (i) Concrete Sawcutting, 6 to 14 Inches Deep Foot

Add the following paragraph after the paragraph that begins “Item (g) applies...”

Add the following paragraph to the end of the subsection:

No separate or additional payment will be made when methods other than sawcutting are utilized where sawcutting is shown or directed.

Section 00320 - Clearing and Grubbing

Comply with Section 00320 of the Standard Specifications.

Section 00405 - Trench Excavation, Bedding, and Backfill

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.41(a) Within Paved Areas to be Preserved - Add the following to the end of this subsection:

Do not use the open excavation method for installing pipes transversely.

00405.90 Payment - In the paragraph that begins “No separate or additional...” delete the following bullet:

- sawcutting

Add the following sentence to the end of the subsection:

Sawcutting will be paid for according to Section 00310.

Section 00415 - Video Pipe Inspection

Comply with Section 00415 of the Standard Specifications modified as follows:

Add the following subsection:

00415.02 Definitions:

Flexible Pipe - Pipes constructed of corrugated metal are considered Flexible Pipes.

Rigid Pipe - Pipes constructed of concrete and ductile iron are considered Rigid Pipes.

Thermoplastic Pipe - Pipes constructed of polyvinyl chloride, polyethylene, and polypropylene are considered Thermoplastic Pipe.

00415.20(b) Transporter - Replace the paragraph that begins “Use an all-wheel...” with the following paragraph:

Use an all-wheel drive or track mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches in diameter. Provide a transporter with an adjustable operating speed while recording not to exceed 30 feet per minute.

00415.41 Pre-Installation Video Inspection - Replace the paragraph that begins “Perform a pre-installation video inspection...” with the following paragraph:

Perform a pre-installation video inspection at least 5 Calendar Days before beginning Work. Begin Inspection at one end of the pipe and proceed through the entire pipe length at a speed not greater than 30 feet per minute. Move the camera through the pipe, along the approximate center of the pipe, and provide a continuous 360 degree pan of each pipe joint. Stop and record all cracks, deformities, and defects to document the pipe condition, including the location of all lateral connections to the mainline.

00415.42 Post Installation Video Inspection - Replace the paragraph that begins “Perform post construction video inspection...” with the following paragraph:

Perform post construction video inspection according to 00415.40 and 00415.41. Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed, and before any paving is performed. If the Contract duration does not permit a 30-Day waiting period, the Engineer may allow the inspection when the compacted backfill reaches a minimum of 2 feet above the pipe crown.

00415.42(a) Deflection Testing for Flexible Pipe - Replace this subsection with the following subsection:

00415.42(a) Post Installation Deflection Testing - Perform post construction deflection testing for all Flexible Pipe and Thermoplastic Pipe as described.

- Flexible Pipe for new pipe installations and extensions greater than 15 feet in length.
- Thermoplastic Pipe for new pipe installations and extensions greater than 10 feet in length.

If any portion of the new pipe interior is not accessible for a visual inspection, then perform deflection testing for the entire installation of new pipe or extension regardless of pipe length.

Use one of the approved following methods:

00415.42(a)(1) Remote Video Inspection with Laser Profiler – Replace the paragraph that begins “Calibrate and perform...” with the following paragraph:

For pipe 48 inches or less in diameter, calibrate, and perform deflection inspection according to ASTM F3080. Use video inspection equipment meeting the requirements of 00415.22.

00415.71 Corrections to Deficiencies in Work - Replace the paragraph that begins “Where the pipe deflection...” with the following paragraph:

Where the pipe deflection is greater than 5 percent and less than 7.5 percent of the nominal diameter, submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

Section 00430 - Subsurface Drains

Comply with Section 00430 of the Standard Specifications.

Section 00445 - Sanitary, Storm, Culvert, Siphon, and Irrigation Pipe

Comply with Section 00445 of the Standard Specifications.

Section 00470 - Manholes, Catch Basins, and Inlets

Comply with Section 00470 of the Standard Specifications.

Section 00490 - Work On Existing Sewers and Structures

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.10 Materials - Add the following to the end of this subsection:

Portland Cement Concrete Repair Materials.....02015.20

Section 00640 - Aggregate Base and Shoulders

Comply with Section 00640 of the Standard Specifications.

Section 00641 - Aggregate Subbase, Base, and Shoulders

Comply with Section 00641 of the Standard Specifications.

Section 00730 - Emulsified Asphalt Tack Coat

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

00730.11 Emulsified Asphalt – Replace the sentence that begins “Furnish CSS-1, CSS-1h...” with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

Replace the paragraph that begins “Dilution of the tack coat ...” with the following paragraph:

Except for HPTC, dilution of the tack coat material may be allowed to a maximum 1:1 ratio. Determine the proportion of water to be added to the Emulsified Asphalt. Do not dilute the Emulsified Asphalt until the Engineer approves the dilution ratio. Add the water to the Emulsified Asphalt and mix according to the asphalt Supplier. For HPTC, dilution of the tack coat material is allowed only by the asphalt Supplier at a ratio meeting the requirements of ODOT's publication *Standard Specifications for Asphalt Materials*.

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

No separate or additional payment will be made for Emulsified Asphalt tack coat.

Section 00735 - Emulsified Asphalt Concrete Pavement

Comply with Section 00735 of the Standard Specifications modified as follows:

00735.40 Season and Weather Limitations - Replace the title of this subsection with “**Weather Limitations**”.

Replace the paragraph that begins "Place EAC from May 1 to August 31..." with the following paragraph:

Place EAC from May 1 to August 31, inclusive, when the Pavement temperature is 60 °F or above. Limitations for EAC will not supersede limitations for Emulsified Asphalt chip seals on the Project.

00735.42 Preparation of Underlying Surfaces – Add the following paragraph to the end of this subsection:

Remove existing pavement markers, recessed markers, and pavement legends before paving. Remove pavement lines, bars, and pavement legends as shown or directed and according to 00225.45.

Section 00744 - Asphalt Concrete Pavement

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

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

Provide Hot Mix Asphalt (HMA) grade asphalt cement for this Project.

Section 00746 - Crack Sealing Flexible Pavements

Comply with Section 00746 of the Standard Specifications.

Section 00748 - Asphalt Concrete Pavement Repair

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.10 Materials – Replace the Material that begins “Aggregate Base...” with the following Material:

Aggregate Base 02630.10

Section 00860 - Longitudinal Pavement Markings - Paint

Comply with Section 00860 of the Standard Specifications modified as follows:

00860.45 Installation - Replace this subsection, except for the subsection number and title, with the following:

Apply painted longitudinal Pavement markings as follows:

- Apply one application at thickness of 15 mils wet, equivalent to 17 gallons per mile for a 4-inch wide solid stripe.
- Apply reflective elements at a minimum rate of 5 pounds per gallon of paint. Embed by means of wicking, a minimum of 80 percent of the reflective elements in the paint to a minimum depth of 50 percent of their diameter.

Minimum initial retroreflectivity shall be:

- White – 250 mcd/m²/lx
- Yellow - 200 mcd/m²/lx

Section 00867 - Transverse Pavement Markings - Legends and Bars

Comply with Section 00867 of the Standard Specifications.

Section 02050 – Curing Materials

Comply with Section 02050 of the Standard Specifications.

Section 02630 – Base Aggregate

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.11(a) Grading – Replace this subsection, except for the subsection number and title, with the following:

Provide open-graded Aggregate meeting the following grading requirements:

Table 02630-2

Aggregate Gradation for Open-Graded Aggregate

Percent Passing

Sieve Size	(by Weight)
1"	100
3/4"	80 - 98
1/2"	60 - 85
3/8"	30 - 45
No. 100	0 - 6 (Dry Sieve)

02630.11(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Determine fracture of rounded Rock according to AASHTO T 335. Provide Open-graded Aggregate meeting the following fracture requirements:

Percentage of Fracture (by Weight)

Material Retained on 3/4", 1/2", and 1/4" Sieves (two fractured faces)90

Section 02690 – PCC Aggregates

Comply with Section 02690 of the Standard Specifications.