

CITY OF COTTAGE GROVE

CONTRACT DOCUMENTS

for

E. MAIN STREET REVITALIZATION PROJECT

EDA AWARD NUMBER: 07-79-07875

NOVEMBER 8th, 2024

Project Administrated by



CITY OF COTTAGE GROVE
CONTRACT DOCUMENTS
FOR
COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

Candace Solesbee – Mayor

CITY COUNCIL

Dana Merryday
Randell Lammerman

Greg Ervin

Send questions or requests to:

Name: Damien Gilbert, P.E., Branch Engineering, Inc
Title: City Engineer
Telephone: 541-746-0637
Email: damieng@branchengineering.com

Name: Faye Stewart
Title: Public Works & Development Director
City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424
Telephone: (541) 942-3340
Email: pwdirector@cottagegrove.org



EXPIRES: 6/30/2025

CITY OF COTTAGE GROVE, OREGON

TABLE OF CONTENTS

SECTION 000 THE INVITATION

- Advertisement for Bid
- Scope of Work

SECTION 100 BID INSTRUCTIONS

- Instructions to Bidders

SECTION 200 BID PACKAGE DOCUMENTS

- First-Tier Subcontractor Disclosure Form
- Project Bid
- Schedule of Bid Items
- EDA "Notice of Requirements for Affirmative Action"
- Lobbying Restriction Form (CD-512)

SECTION 300 SAMPLE CONTRACT

- Contract for Construction
 - Exhibit A – Scope of Work
 - Exhibit B – Public Contracting Code Requirements
 - Exhibit C – EDA Contracting Provisions
- Performance Bond
- Payment Bond
- Public Works Bond

SECTION 400 GENERAL CONDITIONS

- Definitions and Abbreviations
- Plans and Specifications
- The Engineer
- The Contractor
- Prosecution and Progress of the Work
- Payment for the Work
- Prevailing Wage Rates

SECTION 500 STANDARD SPECIFICATIONS

- Standard Specifications
- EDA Site Sign Specifications

SECTION 600 SPECIAL SPECIFICATIONS

- Special Provisions

SECTION 700 GEOTECHNICAL REPORTS

- Coring Reports
- Pavement Analysis and Design Memorandum

SECTION 800 PERMIT INFORMATION

- ODOT Prequalification Application

SECTION 900 DRAWINGS

- Construction Drawings

SECTION 000 - THE INVITATION

- **010 – ADVERTISEMENT FOR BID**
- **020 – SCOPE OF WORK**

SECTION 010

ADVERTISEMENT FOR BIDS

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

NOTICE IS HEREBY GIVEN THAT Sealed bids for the E. Main Street Revitalization Project, City of Cottage Grove, Oregon, shall be addressed to the City Engineer, Damien Gilbert, PE, 400 E. Main Street, Cottage Grove, OR, 97424 and will be received at this location. Acceptance of bids will be officially closed at **8:00 pm Pacific Time, December 18, 2024**, and immediately thereafter the bids will be publicly opened and read at Cottage Grove City Hall, 400 E. Main Street, Cottage Grove, OR, 97424. The bid shall be submitted under sealed cover and marked with the Contractor's name and project name. Bids received after the date and time fixed for opening will not be considered. No electronic or facsimile submittals will be accepted.

The project involves the construction of E. Main Street that include: waterline and stormwater installation, grading and asphalt paving, concrete sidewalks, concrete pavement, signing and striping in Cottage Grove, Lane County, Oregon. The work involves excavating, grading, stormwater service pipe and water service line installation, asphalt and concrete paving, restoration, electrical work, street trees planting, signing and striping.

The Project Manual including; Plans, Specifications, Agreement, and Bid Forms are available at the City of Cottage Grove's website <https://www.cottagegroveor.gov/> where they can be viewed and printed. Any Addenda will also be posted on the city's website City of Cottage Grove's website <https://www.cottagegroveor.gov/>. All prospective bidders must be added to the Plan Holders List by sending an e-mail with company contact information to jessicam@branchengineering.com with the project title in the subject line. **Prospective bidders must be on the Plan Holders List for their bid to be considered. Bidders are responsible for checking the website for addenda and changes prior to submitting bid, however notification of Addenda issuance will be issued via e-mail to the addresses listed on the Plan Holders List.** No hard copy of the bid documents will be available. A **Mandatory Pre-Bid Meeting** will be held at **400 E. Main Street, Cottage Grove**, on **Wednesday, December 4th, 2024 at 3 PM.**

Bidders must be pre-qualified with the City of Cottage Grove in accordance with Oregon Revised Statutes (ORS) Chapter 279C.430 by submitting a completed Oregon Department of Transportation form on or before 5:00 p.m., Monday December 16th, 2024. Bidders must submit the Pre-qualification form to Branch Engineering by emailing jessicam@branchengineering.com. Bidders and/or subcontractors must be prequalified in street repair construction, wastewater, and water construction, earthwork and drainage to complete the project. You may pre-qualify with the Oregon Department of Transportation at 121 Transportation Building, Salem, Oregon 97310.

Notice is hereby given that this contract is for a Public Work, subject to ORS 279C.800 to 279C.870.

All bids must be sealed and plainly marked on the outside showing the name of the bidder: the project name: the date and time of bid opening: the words "sealed bid": and addressed to Damien Gilbert, PE, City Engineer, 400 E. Main Street, Cottage Grove, OR, 97424.

Published Date: November 8, 2024
CITY OF COTTAGE GROVE
COTTAGE GROVE, OREGON

SECTION 020
COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT
SCOPE OF WORK

Requirements of Project:

The project involves the construction of E. Main Street that include: waterline and stormwater installation, grading and asphalt paving, concrete sidewalks, concrete pavement, signing and striping in Cottage Grove, Lane County, Oregon. The work involves excavating, grading, stormwater service pipe and water service line installation, asphalt and concrete paving, restoration, electrical work, signing and striping.

Location of Project:

The project is located at East Main Street from 5th Street to 8th Street in Cottage Grove, Lane County, Oregon.

Purpose of Project:

The purpose of the project is to establish Main Street by the construction of new asphalt roads, concrete pavement, concrete sidewalks, and utilities.

Project Engineer:

All questions should be directed to:

Udgath Lingam, Branch Engineering
UdgathL@branchengineering.com

City Schedule:

Mandatory Pre-Bid Meeting:	3:00 PM, DECEMBER 4, 2024
400 E. MAIN STREET, COTTAGE GROVE, 97424	
Bids Closed / Opened & Read:	8:00 PM, DECEMBER 18, 2024
400 E. MAIN STREET, COTTAGE GROVE, 97424	
Projected Award Date:	JANUARY 14, 2024
Projected Start Date:	FEBRUARY 17, 2025
Substantial Completion Date:	MAY 29, 2026
Final Completion Date:	JUNE 26, 2026

SECTION 100 – BID INSTRUCTIONS

- **110 – INSTRUCTIONS TO BIDDERS**

Section 110
INSTRUCTIONS TO BIDDERS

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

1. Form of Bid

All bids must be made upon the blank form of bid attached hereto, and must give prices for each item and aggregate amount for the work.

The City of Cottage Grove reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b) and may reject for good cause all bids after finding that doing so is in the public's interest.

The bidder shall sign his/her bid in the blank space provided therefore. Bids made by corporations or partnerships shall contain the name and address of such organization, together with the names and addresses of partners or officers. If the Bid is made by a corporation, it must be signed by one of the officers thereof; if made by a partnership, by one of the partners.

All bids must be submitted at the time and place, and in the manner prescribed in the "Advertisement for Bids".

No bid for this contract shall be received or considered by the City of Cottage Grove unless the bidder is registered and in good standing with the Construction Contractors Board, as required by ORS Chapter 701, or licensed by the State Landscape Contractors Board, as required ORS 671.530.

2. Contract Documents.

The contract documents under which awardee shall execute this work consists of the Advertisement for Bids, the Instructions to Bidders, Bid Security, the Bid, the signed Contract, the Performance Bond, the Payment Bond, the Public Works Bond, General Conditions, the Special Provisions, the Technical Specifications, Oregon Standard Specifications for Construction 2024, Insurance Certification, and signed addenda; all bound herewith.

Any person contemplating the submission of a bid and being in doubt as to the meaning or intent of said contract documents should request, in writing, that the City of Cottage Grove's Project Administrator provide a written interpretation thereof.

3. Prevailing Wage Rates

The Provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.

- a. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the

performance of the Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

- b. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 5, 2024 Prevailing Wage Rates for Public Works Projects in Oregon, including any current amendments. Such publications can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents.

- c. When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.
- d. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the project.
- e. The City of Cottage Grove shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
- f. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

4. Estimate of Quantities

The estimate of quantities of work to be done as given in the Bid, although stated with as much accuracy as possible, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurement of the work actually performed by the Contractor as specified in the contract documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary. At the Owner's sole option and if it is determined to be in the Owner's best interest, any one or more bid items may be deleted from the work without penalty to the Owner.

5. Bid Security

Bids must be accompanied by a certified check from a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in Oregon in an amount not less than ten (10) percent of the total amount of the Bid submitted payable to the City of Cottage Grove. All checks and Bid Bonds excepting that of the successful bidder will be returned within thirty (30) days after the contract has been awarded. The bid security of the successful bidder will be retained until he/she has entered into a satisfactory contract with the Owner. In addition, a Performance Bond will be required in

the full amount of the contract and a Payment Bond will be required in the full amount of the contract in accordance with ORS 279C.380.

6. Conditions of Work

It is understood that the Contractor, before submitting his/her bid, has made a careful examination of the contract documents; that she/he has fully informed herself/himself as to the quality and quantity of materials and the character of the work required; and that she/he has made a careful examination of the locations and conditions of the work and the source 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 fully inform herself/himself in advance in regard of all conditions pertaining to the work.

7. Award and Basis of Award of Contract

Within ten (10) days after the opening of the bids, the Owner will accept one of the bids or reject all of the bids received. The City of Cottage Grove will provide notice of its intent to award in writing per City Rule 137-049-0395.

It is the Owner's intent to award a single contract to the responsible bidder who submits the lowest total bid and whose Bid packet complies with these and all other contract documents.

In determination of the lowest responsible bidder, the City of Cottage Grove reserves the right to take into account and give reasonable weight to the extent of the bidder's experience on work of the nature involved, on the bidder's record as to dependability in the carrying out of other contracts, and evidence of present ability to perform the contract in a satisfactory manner.

The Owner also reserves the right to reject any or all bids, and to waive any informality or technicality in the bids received or in the bidding procedure.

8. Execution of Contract and Damages for Failure to Execute

The bidder whose bid packet is accepted will be required within ten (10) calendar days after notice that a contract has been awarded to him/her, to appear and execute a contract with the City of Cottage Grove for the full and complete performance of all work and payment for all labor and materials specified therein, and execute bonds for the faithful performance and payment of such contract in the sum of the total amount of the contract satisfactory to the Owner. Said bonds shall be with a surety company as bondsman whose financial standing and record of service is satisfactory to the Owner. Said performance, payment, and public works bonds shall be in force for one year after acceptance of the completed work to cover all guarantees against defective workmanship and materials.

At the time of executing the contract, the successful bidder shall also submit to the Owner the required Certificate of Insurance. Should the successful bidder fail or refuse to execute the contract and furnish the bonds and insurance certification, then the bid security deposited by said bidder shall be retained as liquidated damages by the Owner.

9. Beginning of the Work

It is the intent of the Owner that this work begins without delay. The Contractor shall commence the work contemplated under these contract documents within ten (10) calendar days of receipt of Owner's "Notice to Proceed", unless otherwise directed by the Engineer, and shall complete the same within the time specified in the Bid packet, it being expressly understood and agreed that the time of beginning, the rate of progress and time of completion of the work are of the essence of this contract.

10. Submission of Pre-qualification Forms

Bidders must be pre-qualified with the City of Cottage Grove in accordance with Oregon Revised Statutes (ORS) Chapter 279C.430 by submitting a completed Oregon Department of Transportation form on or before 5:00 p.m., Monday December 16th, 2024. Bidders must submit the Pre-qualification form to Branch Engineering by emailing jessicam@branchengineering.com. Bidders and/or subcontractors must be prequalified in street repair construction, wastewater, and water construction, earthwork and drainage to complete the project. You may pre-qualify with the Oregon Department of Transportation at 121 Transportation Building, Salem, Oregon 97310.

11. Submission of Bids

Each bid shall be sealed in an envelope, properly addressed to the City Engineer Damien Gilbert, P.E., 400 E. Main Street, Cottage Grove, OR, 97424 and will be received at this location, Cottage Grove City Hall, and showing on the outside of the envelope the name of the bidder, the project, the date and hour of opening, and the words "sealed bid" per City Rule 137-049-0200(1)(a)(D). Bids will be received at the time and place stated in the Advertisement for Bids.

12. Funding

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA) and therefore is subject to the Federal laws and regulations associated with that program.

13. Minimum Wage

The minimum rate to be paid all crafts and labor on this contract shall be the prevailing wage rate for the individual crafts involved in the Lane County area during the life of the contract or the minimum wage specified in a wage determination decision of the State of Oregon, Commissioners of the Bureau of Labor, whichever is higher.

14. Indemnity

Each bidder agrees that his/her performance under this contract is at his/her sole risk and that she/he shall indemnify the City of Cottage Grove and, officers, agents and employees, against and hold them harmless from, any and all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with this contract, or from Contractor's failure to perform fully hereunder, and bidder further agrees to defend the City of Cottage Grove, their officers, agents and employees against all such suits, actions or proceedings brought by any third party against them for which the Contractor would be liable there under.

15. Withdrawal of Bids

Any bidder may withdraw their bid, either personally or by written request, in accordance with City Rule 137-049-0320(2)(a), at any time prior to closing. However, upon opening, all bids shall be irrevocable for a period of SIXTY (60) days from the time of opening.

16. Items to be Returned with Submission of Bid

- a. Schedule of Bid Items.
- b. Bid security not less than ten (10) percent of the total bid.
- c. All addenda or acknowledgment therefore, if any.

Note: A completed Oregon Department of Transportation Pre-qualification form must be submitted no later than 5:00 p.m., Monday, December 16th, 2024.

17. Addenda

The City of Cottage Grove will not mail notice of Addenda, but will publish notice of any Addenda on the City's website. Prospective bidders should frequently check the City's website until closing (i.e., at least once weekly until the week of closing and at least once daily the week of or before closing). In all other ways, addenda shall be issued as set forth in City Rule 137-049-0250.

18. Solicitation and Award Protests

Solicitation protests will be handled pursuant to City Rule 137-049-0260(3) and award protests will be handled pursuant to City Rule 137-049-0450(4).

19. Items to be Returned Within 2 hours of Bid Opening

In accordance with ORS 279C.370, all bidders must submit to the City of Cottage Grove at 400 E. Main Street, Cottage Grove, OR, 97424, on the attached form (next page) within two (2) hours following the date and time of bid opening, a list of all first tier Subcontractors, who will furnish labor or labor and materials on the project and whose subcontract amounts are at least 5% of the Contractor's total bid amount, but at least \$15,000, or \$350,000, regardless of the percentage of the total project bid.

20. Asbestos Abatement Projects

A Contractor or Subcontractor under this contract will not be required to be licensed under ORS 468A.720 regarding asbestos abatement projects. City Rule 137-049-0200(1)(a)(L)

21. Mandatory Pre-bid Conference

The mandatory Pre-bid conference scheduled for this project will take place at 3:00 PM on December 4th at 400 E. Main Street in Cottage Grove, Oregon.

SECTION 200 – BID PACKAGE DOCUMENTS

- **210 – FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**
- **220 – PROJECT BID**
- **230 – SCHEDULE OF BID ITEMS**
- **240 – EDA “NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION”**
- **250 – LOBBYING RESTRICTION FORM (CD-512)**

SECTION 210

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

JOB #: 22-001H

BID CLOSING: Date: December 18, 2024

Time: 8:00 p.m.

This form must be submitted at the location specified in the invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each Subcontractor that is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. enter "NONE" if there are no Subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME AND CCB NUMBER	DOLLAR VALUE	CATEGORY OF WORK
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____

Phone number: _____

SECTION 220

PROJECT BID

PROJECT: COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

TO: Branch Engineering
400 E. Main Street
Cottage Grove, Oregon 97424

1. The undersigned bidder agrees and certifies as follows:
 - (a) Bidder shall be bound by and will comply with the provisions of ORS 279C.840 and 40 U.S.C. 276a;
 - (b) Bidder will comply with the provisions of ORS 305.385 relating to Oregon tax laws;
 - (c) Bidder has not and will not discriminate against minority, women, or emerging small businesses, business enterprises, or a business enterprise that is controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontracts. Bidder acknowledges that failure to do so shall be grounds for disqualification;
 - (d) Bidder, its subcontractors, if any, and all employers working on this project are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers;
 - (e) Bidder is registered and in good standing with the Construction Contractors Board, in accordance with ORS 701.035 to 701.055;
 - (f) All sub-Contractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the sub-Contractors commence work under the contract.
2. The undersigned bidder, having familiarized her/himself with the drawings, specifications, and other contract documents related to the City of Cottage Grove's COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT hereby proposes to furnish all materials, equipment, and labor necessary to perform all work to complete the COTTAGE GROVE E. MAIN STREET REVITALIATION PROJECT in strict accordance with the plans, specifications and this bid packet, all of which are made a part of the contract documents herein by this reference.
3. This bid includes all fees, taxes, profit, overhead, tools, expendable equipment, utilities, transportation costs and other expenses necessary to complete this project.
4. It is understood that the sum of the bid item amounts shall constitute complete

compensation for the COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT and all appurtenances complete and ready for operation as shown in the plans and specifications.

The City reserves the right to delete any bid item from a Bid Schedule and/or delete an entire Bid Schedule(s) and the undersigned bidder will make no claims for anticipated profits or additional compensation for any such decrease in the work.

5. The bidder declares that he/she has visited the site of the proposed work and has become fully acquainted with conditions relating to construction and labor and understands fully the facilities, difficulties and restrictions attending the execution of the work under the contract.

6. The bidder agrees, if awarded the contract, to execute and deliver to the City of Cottage Grove, within ten (10) calendar days after formal award, signed copies of the contract, in triplicate: satisfactory performance, payment and public works bonds; and appropriate certificates of insurance.

7. The bidder further agrees that the required bid security consisting of a certified check or bid bond, in the amount of ten (10) percent of the bid is hereto attached, and that the bid security will be placed in escrow with the City of Cottage Grove; that should the undersigned fail to execute an agreement, the performance bond, the public works bond, the payment bond, and certificate of insurance within ten (10) calendar days after his/her bid has been accepted, the bid security shall be forfeited as liquidated damages; but if this bid is not accepted within ten (10) days of the time set for the opening of the bids, or if the undersigned executes and timely delivers said agreement and documents, the bid security shall be returned.

8. It is understood that the undersigned bidder may withdraw his bid at any time prior to the date and time of bid opening, but that all bids shall be irrevocable for a period of SIXTY (60) days from the time of opening.

9. The bidder proposes to commence the work on or before a date to be specified in the "Notice to Proceed" and to complete the work in all respects within four hundred and ninety-four (494) calendar days thereafter; whichever comes first, in accordance with the plans, specifications, and contract documents for:

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

10. In the event the bidder is awarded a contract and shall fail to complete the work within the time limit specified, or the extended time limit as provided in the specifications, liquidated damages shall be paid by the Contractor to the City of Cottage Grove, at the rate per day specified in the General Conditions until the work is complete in all respects.

11. Receipt of the following addenda to the plans and/or specifications is hereby acknowledged:

<u>Addendum No.</u>	<u>Date of Receipt of Addendum</u>	<u>Signed Acknowledgment</u>
1.	_____	_____
2.	_____	_____

3. _____

(NOTE: Failure to acknowledge receipt of Addenda may be considered an irregularity in the bid)

12. The undersigned as bidder declares that the only person or parties interested in this bid, as principals, are those named herein; that his/her bid is made without collusion with any other person, firm or corporation; that she/he has carefully examined the contract documents, including the specifications and special provisions and project site, and that she/he will contract with Owner to furnish the services and materials as specified, in the manner and the time therein prescribed and according to all the requirements set forth therein, and that the contents of this bid have not been communicated by the bidder, his/her employees or agents to any person not an employee or agent of the bidder.

NAME OF BIDDER: _____

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

IF CORPORATION (ATTEST): _____

Dated this _____ day of _____, 2024

Notary: _____

My Commission Expires: _____

SECTION 230

SCHEDULE OF BID ITEMS

ITEM No. ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1 00210	Mobilization, Bonds, And Insurance	1	Lump Sum	\$	\$
2 00221	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	\$	\$
3 00221	Pre-Construction Video	1	Lump Sum	\$	\$
4 00228	Temporary Trench Resurfacing	2,455	Sq Ft	\$	\$
5 00280	Erosion Control	1	Lump Sum	\$	\$
6 00305	Construction Survey Work	1	Lump Sum	\$	\$
7 00310	Foundation Investigation	1	Lump Sum	\$	\$
8 00310	Saw Cutting (Includes Second Cut)	6,005	Lineal Feet	\$	\$
9 00310	Removal of Catch Basins	11	Each	\$	\$
10 00310	Removal of Manholes	1	Each	\$	\$
11 00310	Remove and Salvage Concrete Steps, 501 E Main Street	1	Lump Sum	\$	\$
12 00310	Remove and Salvage Bike Rack	1	Each	\$	\$
13 00310	Remove and Salvage Garbage Can	3	Each	\$	\$
14 00310	Remove and Salvage Plaque	1	Each	\$	\$
15 00310	Remove and Salvage Benches	3	Each	\$	\$
16 00310	Remove and Salvage Statue	1	Lump Sum	\$	\$
17 00310	Remove and Salvage Canopy (401 E Main St)	1	Lump Sum	\$	\$
18 00310	Remove and Salvage Canopy (811 E Main St)	1	Lump Sum	\$	\$

19 00320	Clearing and Grubbing	1	Lump Sum	\$	\$
20 00330	General Excavation	6,950	Cu Yd	\$	\$
21 00331	Subgrade Stabilization, As Directed by Engineer	100	Cu Yd	\$	\$
22 00350	Subgrade Geotextile	8,420	Sq Yd	\$	\$
23 00430	4-Inch Perforated Drain Pipe	825	Lineal Feet	\$	\$
24 00445	12-inch PVC D3034 Storm Sewer, Class B Bedding and Backfill	1,195	Lineal Feet	\$	\$
25 00445	12-inch DIP CL52 Storm Sewer, Class B Bedding and Backfill	238	Lineal Feet	\$	\$
26 00445	3-inch PVC SCH 40 Roof Drain	200	Lineal Feet	\$	\$
27 00445	6-inch PVC SCH 40 Roof Drain	100	Lineal Feet	\$	\$
28 00446	4-inch Trench Drain, Type 2	12	Lineal Feet	\$	\$
29 00446	6-inch Trench Drain, Type 2	114	Lineal Feet	\$	\$
30 00446	12"x12" Trench Drain Basin	1	Each	\$	\$
31 00470	Concrete Catch Basin, Type G-1	17	Each	\$	\$
32 00470	48-inch Concrete Storm Manhole	11	Each	\$	\$
33 00490	Connect to Existing Stormwater Manhole	4	Each	\$	\$
34 00490	Adjust Valve Box and Water Meter Box	20	Each	\$	\$
35 00490	Adjust Utility Box	6	Each	\$	\$
36 00490	Minor Adjustment of Manholes	4	Each	\$	\$
37 00490	Pothole Utility Conflicts	30	Each	\$	\$
38 00755	Flexible to Rigid Pavement Transitions	10	Each	\$	\$
39 00759	Concrete Driveways, 6-inch Thick	1,882	Sq Ft	\$	\$
40 00759	Driveway Connections, 6-inch Thick	55	Sq Ft	\$	\$

41 00759	Concrete Walks, 4-inch Thick	20,209	Sq Ft	\$	\$
42 00759	Extra for New Curb Ramps	19	Each	\$	\$
43 00759	Concrete Curb, Curb and Gutter	3,349	Lineal Feet	\$	\$
44 00759	Concrete Curb, Standard Curb	58	Lineal Feet	\$	\$
45 00759	Concrete Curb, Variable Height	38	Sq Ft	\$	\$
46 00759	Specialty Concrete Surfacing	10,198	Sq Ft	\$	\$
47 00759	Truncated Domes on New Surfaces	1,528	Sq Ft	\$	\$
48 00759	Extra for Coordination and Building Frontage Connections: 317 E Main St	1	Lump Sum	\$	\$
49 00759	Extra for Coordination and Building Frontage Connections: 319 E Main St	1	Lump Sum	\$	\$
50 00759	Extra for Coordination and Building Frontage Connections: 321 E Main St	1	Lump Sum	\$	\$
51 00759	Extra for Coordination and Building Frontage Connections: 401 E Main St	1	Lump Sum	\$	\$
52 00759	Extra for Coordination and Building Frontage Connections: 405 E Main St	1	Lump Sum	\$	\$
53 00759	Extra for Coordination and Building Frontage Connections: 434 E Main St	1	Lump Sum	\$	\$
54 00759	Extra for Coordination and Building Frontage Connections: 435 E Main St	1	Lump Sum	\$	\$
55 00759	Extra for Coordination and Building Frontage Connections: 501 E Main St	1	Lump Sum	\$	\$
56 00759	Extra for Coordination and Building Frontage Connections: 504 E Main St	1	Lump Sum	\$	\$
57 00759	Extra for Coordination and Building Frontage Connections: 510 E Main St	1	Lump Sum	\$	\$
58 00759	Extra for Coordination and Building Frontage Connections: 513 E Main St	1	Lump Sum	\$	\$
59 00759	Extra for Coordination and Building Frontage Connections: 514 E Main St	1	Lump Sum	\$	\$
60 00759	Extra for Coordination and Building Frontage Connections: 516 E Main St	1	Lump Sum	\$	\$
61 00759	Extra for Coordination and Building Frontage Connections: 517 E Main St	1	Lump Sum	\$	\$
62 00759	Extra for Coordination and Building Frontage Connections: 518 E Main St	1	Lump Sum	\$	\$

63 00759	Extra for Coordination and Building Frontage Connections: 519 E Main St	1	Lump Sum	\$	\$
64 00759	Extra for Coordination and Building Frontage Connections: 521 E Main St	1	Lump Sum	\$	\$
65 00759	Extra for Coordination and Building Frontage Connections: 522 E Main St	1	Lump Sum	\$	\$
66 00759	Extra for Coordination and Building Frontage Connections: 524 E Main St	1	Lump Sum	\$	\$
67 00759	Extra for Coordination and Building Frontage Connections: 527 E Main St	1	Lump Sum	\$	\$
68 00759	Extra for Coordination and Building Frontage Connections: 533 E Main St	1	Lump Sum	\$	\$
69 00759	Extra for Coordination and Building Frontage Connections: 534 E Main St	1	Lump Sum	\$	\$
70 00759	Extra for Coordination and Building Frontage Connections: 535 E Main St	1	Lump Sum	\$	\$
71 00759	Extra for Coordination and Building Frontage Connections: 538 E Main St	1	Lump Sum	\$	\$
72 00759	Extra for Coordination and Building Frontage Connections: 602 E Main St	1	Lump Sum	\$	\$
73 00759	Extra for Coordination and Building Frontage Connections: 603 E Main St	1	Lump Sum	\$	\$
74 00759	Extra for Coordination and Building Frontage Connections: 607 E Main St	1	Lump Sum	\$	\$
75 00759	Extra for Coordination and Building Frontage Connections: 609 E Main St	1	Lump Sum	\$	\$
76 00759	Extra for Coordination and Building Frontage Connections: 611 E Main St	1	Lump Sum	\$	\$
77 00759	Extra for Coordination and Building Frontage Connections: 612 E Main St	1	Lump Sum	\$	\$
78 00759	Extra for Coordination and Building Frontage Connections: 613 E Main St	1	Lump Sum	\$	\$
79 00759	Extra for Coordination and Building Frontage Connections: 615 E Main St	1	Lump Sum	\$	\$
80 00759	Extra for Coordination and Building Frontage Connections: 616 E Main St	1	Lump Sum	\$	\$
81 00759	Extra for Coordination and Building Frontage Connections: 621 E Main St	1	Lump Sum	\$	\$
82 00759	Extra for Coordination and Building Frontage Connections: 632 E Main St	1	Lump Sum	\$	\$
83 00759	Extra for Coordination and Building Frontage Connections: 637 E Main St	1	Lump Sum	\$	\$
84 00759	Extra for Coordination and Building Frontage Connections: 657 E Main St	1	Lump Sum	\$	\$

85 00759	Extra for Coordination and Building Frontage Connections: 702 E Main St	1	Lump Sum	\$	\$
86 00759	Extra for Coordination and Building Frontage Connections: 709 E Main St	1	Lump Sum	\$	\$
87 00759	Extra for Coordination and Building Frontage Connections: 711 E Main St	1	Lump Sum	\$	\$
88 00759	Extra for Coordination and Building Frontage Connections: 717 E Main St	1	Lump Sum	\$	\$
89 00759	Extra for Coordination and Building Frontage Connections: 726 E Main St	1	Lump Sum	\$	\$
90 00759	Extra for Coordination and Building Frontage Connections: 730 E Main St	1	Lump Sum	\$	\$
91 00759	Extra for Coordination and Building Frontage Connections: 733 E Main St	1	Lump Sum	\$	\$
92 00759	Extra for Coordination and Building Frontage Connections: 737 E Main St	1	Lump Sum	\$	\$
93 00759	Extra for Coordination and Building Frontage Connections: 750 E Main St	1	Lump Sum	\$	\$
94 00759	Extra for Coordination and Building Frontage Connections: 802 E Main St	1	Lump Sum	\$	\$
95 00759	Extra for Coordination and Building Frontage Connections: 811 E Main St	1	Lump Sum	\$	\$
96 00759	Extra for Coordination and Building Frontage Connections: 814 E Main St	1	Lump Sum	\$	\$
97 00759	Extra for Coordination and Building Frontage Connections: 818 E Main St	1	Lump Sum	\$	\$
98 00759	Extra for Coordination and Building Frontage Connections: 819 E Main St	1	Lump Sum	\$	\$
99 00759	Extra for Coordination and Building Frontage Connections: 820 E Main St	1	Lump Sum	\$	\$
100 00759	Extra for Coordination and Building Frontage Connections: 836 E Main St	1	Lump Sum	\$	\$
101 00815	Bollards	40	Each	\$	\$
102 00867	Permanent Pavement Markings: Continental Crosswalk, Type AB	100	Sq Ft	\$	\$
103 00867	Permanent Pavement Markings: Standard Crosswalk, Type AB	925	Sq Ft	\$	\$
104 00867	Permanent Pavement Markings: 12" Transverse Stop Bar, Type AB	27	Sq Ft	\$	\$
105 00867	Permanent Pavement Markings: 24" Transverse Stop Bar, Type AB	76	Sq Ft	\$	\$
106 00867	Permanent Pavement Markings: Two 4" Yellow Lines for Narrow Double No-Pass	930	Lineal Feet	\$	\$

107 00867	Permanent Pavement Markings, Type B-HS: Shared Lane Marking	12	Each	\$	\$
108 00867	Permanent Pavement Markings, Type B-HS: Speed Hump Marking	8	Each	\$	\$
109 00867	Permanent Pavement Markings, Type B-HS: Disabled Parking Marking	1	Each	\$	\$
110 00867	Permanent Pavement Markings: 4" Wide White On-Street Parking Markers, Type AB	110	Each	\$	\$
111 00920	Signs, Post and Foundation – Complete	1	Lump Sum	\$	\$
112 00930	Install Flag Pole Foundation and Mount - Complete	49	Each	\$	\$
113 00970	Illumination Appurtenances, Conduit, Junction Box and Light Post Foundations	1	Lump Sum	\$	\$
114 01040	Topsoil (24" Depth)	166	Cu Yd	\$	\$
115 01040	Soil Conditioner (4" Depth)	28	Cu Yd	\$	\$
116 01040	Deciduous Trees, 2.5 Inch Caliper	18	Each	\$	\$
117 01040	Shrubs, #2 Container	15	Each	\$	\$
118 01040	Shrubs, #3 Container	74	Each	\$	\$
119 01040	Shrubs, #5 Container	68	Each	\$	\$
120 01040	Vines, #1 Container	45	Each	\$	\$
121 01040	Groundcovers, #1 Container	326	Each	\$	\$
122 01040	Bark Mulch (3" Depth)	16	Cu Yd	\$	\$
123 01040	Rock Mulch (1" Depth)	0.36	Ton	\$	\$
124 01040	Tree Grates and Guards	17	Each	\$	\$
125 01040	Planter	15	Each	\$	\$
126 01040	Landscape Restoration	1	Lump Sum	\$	\$
127 01070	Remove and Reinstall Mailbox, Supports	1	Each	\$	\$

128 01095	Benches	29	Each	\$	\$
129 01095	Bicycle Racks	10	Each	\$	\$
130 01095	Litter Receptacles	10	Each	\$	\$
131 01120	Irrigation System	1	Lump Sum	\$	\$
132 01140	12-inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill, 3 Foot Depth	316	Lineal Feet	\$	\$
133 01140	12-inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill, 5 Foot Depth	986	Lineal Feet	\$	\$
134 01140	8-inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill, 3 Foot Depth	437	Lineal Feet	\$	\$
135 01140	8-inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill, 5 Foot Depth	473	Lineal Feet	\$	\$
136 01140	6-inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill, 3 Foot Depth	63	Lineal Feet	\$	\$
137 01140	Ductile Iron Pipe Cross, 12"x12"	1	Each	\$	\$
138 01140	Ductile Iron Pipe Cross 12"x8"	3	Each	\$	\$
139 01140	Ductile Iron Pipe Tees, 12"x8"	1	Each	\$	\$
140 01140	Ductile Iron Pipe Tees, 12"x6"	2	Each	\$	\$
141 01140	Ductile Iron Pipe Tees, 8"x6"	3	Each	\$	\$
142 01140	Ductile Iron Reducer, 12"x8"	2	Each	\$	\$
143 01140	Ductile Iron Reducer, 8"x6"	2	Each	\$	\$
144 01140	Ductile Iron Pipe Bend, 12" (45 Degrees)	2	Each	\$	\$

145 01140	Ductile Iron Pipe Bend, 8" (45 Degrees)	12	Each	\$	\$
146 01140	Ductile Iron Pipe Bend, 8" (11.25 Degrees)	6	Each	\$	\$
147 01140	Ductile Iron Pipe Bend, 6" (45 Degrees)	4	Each	\$	\$
148 01140	Ductile Iron Blind Flange	2	Each	\$	\$
149 01150	6-inch Gate Valve	4	Each	\$	\$
150 01150	8-Inch Gate Valve	8	Each	\$	\$
151 01150	12-Inch Gate Valve	7	Each	\$	\$
152 01150	Drinking Fountain, Elkay Model: LK4420BF1UDB	1	Each	\$	\$
153 01160	Reconnection to Fire Hydrant	1	Each	\$	\$
154 01160	Fire Hydrant Assembly, Complete	4	Each	\$	\$
155 01170	¾-Inch HDPE Water Service Connection Piping	418	Lineal Feet	\$	\$
156 01170	¾ -Inch Water Meter Assembly	1	Each	\$	\$
157 01170	Relocate ¾ -Inch Water Meter Assembly	12	Each	\$	\$
Bid Total		\$			

Alternate #1

ITEM No. ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
A1 00745	Level 2, ½" Dense HMA, 8-Inch Thick	3,919	Sq Yd	\$	\$
A2 00756	Concrete Pavement, Doweled, 8-Inch Thick	3,000	Sq Yd	\$	\$
Alternate #1 Bid Total				\$	

Total Amount of Base Bid

\$ _____

Total Base Bid price written out in words

Total Amount of Alternate #1 Bid \$ _____

Total Alternate #1 Bid price written out in words _____

Total Amount of Base Bid Plus Alternate #1 Bid \$ _____

Total Base Bid Plus Alternate #1 Bid price written out in words

Alternate #2

ITEM No. ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
B1 00745	Level 2, ½" Dense HMAC, 8-Inch Thick	1,523	Sq Yd	\$	\$
B2 00756	Concrete Pavement, Doweled, 8-Inch Thick	3,124	Sq Yd	\$	\$
B3 00756	Colored Concrete Pavement, Doweled, 8-Inch Thick	2,272	Sq Yd	\$	\$
Alternate #2 Bid Total				\$	

Total Amount of Base Bid \$ _____

Total Base Bid price written out in words

Total Amount of Alternate #2 Bid \$ _____

Total Alternate #2 Bid price written out in words _____

Total Amount of Base Bid Plus Alternate #2 Bid \$ _____

Total Base Bid Plus Alternate #2 Bid price written out in words

**Note: All Unit Price Bids should be considered as "Furnished and Installed".
Billing is to be as complete units and partial bills will not be paid.**

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Cottage Grove' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

Company _____

Address _____

By _____
(Signature of Authorized Official)

Date _____

By _____
(Type or Print Name)

Phone _____

Federal I.D. # _____

Fax _____

Surety Company (Performance Bond) _____

Contact at Surety _____ Phone _____

CCB# _____ No. Years Registered w/CCB _____

Are there any outstanding claims against your firm: Yes _____ No _____

Protest of Contractor Selection/Contract Award must be made by Written Notice within Five (5) Days of the Posted Award Date in accordance with OAR 137-049-0450

All the prospective bidders will have specific line items to bid on and the award will be made on the lowest qualified bid on the total bid items. The City will reserve the right to add or delete items as the project goes forward.

- 1. Liquidated Damages: See General Conditions Section 450, item 3.00.**
- 2. Please invoice referencing the above exact line-item numbers and line items. All quantities must be approved by the Project Engineer before invoicing.**

SECTION 240

EDA “NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION”

Contractor shall meet requirements for affirmative action to ensure Equal Employment Opportunity (Executive Order 11246 and 41 CFR Part 60-4) and use the “Notice of Requirements for Affirmative Action” form.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	%	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. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

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. 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 of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____

SECTION 250

LOBBYING RESTRICTION FORM

Contractor shall review, fill, and submit the Lobbying Restriction Form (CD-512). Signature on this form provides for compliance with certification requirements under 15 CFR Part 28 "New Restrictions on Lobbying".

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

SECTION 300 – SAMPLE CONTRACT

- **310 – CONTRACT FOR CONSTRUCTION**
 - **EXHIBIT A – SCOPE OF WORK**
 - **EXHIBIT B – PUBLIC CONTRACTING CODE REQUIREMENTS**
 - **EXHIBIT C – EDA CONTRACTING PROVISIONS**
- **320 – PERFORMANCE BOND**
- **330 – PAYMENT BOND**
- **340 – PUBLIC WORKS BOND**

SECTION 310

CONTRACT FOR CONSTRUCTION

OF

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

THIS CONTRACT, made and entered into this ____ day of _____, 2025
by and between the City of Cottage Grove hereinafter called the OWNER and _____
_____ hereinafter called the CONTRACTOR.

WITNESSETH:

Said CONTRACTOR, in consideration of the sum to be paid by the said OWNER
and of the covenants and agreements herein contained, hereby agrees to commence and
complete the construction described as follows:

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

hereinafter called the PROJECT and to the extent of the Bid made by the CONTRACTOR on
the ____ day of _____, 2025, all in full compliance with the Contract Documents
referred to herein.

The term "Contract Documents" used herein includes this Contract, Exhibits A-C, attached and
incorporated herein by this reference; the "Advertisement for Bids", the "Instructions to Bidders",
the signed copy of the "Bidder's Packet", the signed copy of the "Addenda", the "General
Conditions", the "Special Provisions", the "Technical Specifications", the "Performance Bond",
the "Payment Bond", the "Public Works Bond", and the "Insurance Certification", all bound
herewith; and , the "Oregon Standard Specifications for Construction 2024" including
modifications and revisions, and the "Plans", which include all maps, plats and prints, referred to
and by reference made a part of this Contract as fully and completely as if same were fully set
forth herein and are mutually cooperative herewith.

In consideration of the faithful performance of the work herein embraced, as set forth in
these Contract Documents, and in accordance with the direction of the Engineer and to his
satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay the
CONTRACTOR the amount bid as adjusted in accordance with and as determined by the
provisions of these Contract Documents, and based on the said Bid made by the
CONTRACTOR, and to make such payments in the manner and at the times provided in these
Contract Documents.

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and
all defects appearing or developing in the workmanship performed or furnished under this
Contract while in progress and for a period of two (2) years after the final acceptance thereof by
the OWNER.

It is agreed that the time limit for the completion of the contract, based on the
Bidder's packet shall be four hundred and ninety-four (494) calendar days. In the event the
CONTRACTOR shall fail to complete the work within the time limit, or extended time limit
agreed upon as more particularly set forth in these Contract Documents, liquidated damages

shall be computed at the rate indicated in the SCHEDULE OF LIQUIDATED DAMAGES, Item 3.00 of the General Conditions Section 450.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to accurately estimate.

Contractor shall comply with all applicable provisions of federal, state, and local laws, including without limitation, applicable provisions of the Oregon Public Contracting Code ORS 279C, as more specifically set forth on Exhibit B. (See attached "Exhibit B")

Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, wither in whole or in part, without the City of Cottage Grove's prior written consent. Such consent shall not relieve Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and bound to abide by all provisions of the Contract. If the City of Cottage Grove consents in writing to an assignment, sale, disposal, or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety shall remain liable to the City of Cottage Grove for complete performance of the Contract as if no such assignment, sale, disposal, transfer, or delegation had occurred, unless the City of Cottage Grove otherwise agrees in writing.

IN WITNESS WHEREOF, we the parties hereto each herewith subscribe the

same this _____ day of _____, 2025.

OWNER

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____
CITY RECORDER

IF THE CONTRACTOR IS A
CORPORATION:

ATTEST: _____

TITLE: _____

(SEAL)

EXHIBIT A

SCOPE OF SERVICES TO BE PERFORMED (Bid Schedule)

EXHIBIT B

PUBLIC CONTRACTING CODE

Requirements for Public Improvement Contracts Over \$50,000

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the prime contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within 30 days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to the Contracting Agency that an employee drug-testing program is in place within 10 days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a

Subcontractor by any person in connection with the contract as such claim becomes due, the Contracting Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the Contracting Agency is unable to determine the validity of any claim for labor or material furnished, the Contracting Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the Contracting Agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30%. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. ORS 279C.527 (Green Energy Technology): Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
11. Pursuant to ORS 279C.530, 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 employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
12. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is 4 consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

13. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
14. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

- a. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 5, 2023 Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publications can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents

- b. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - c. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - d. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this contract, or any subcontract hereunder, contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving 30 days' written notice to the contractor or subcontractor, to the board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for work performed on

contracts entered into before the cancellation. Contractor further certifies that contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start work on this public works project, the contractor shall verify that the subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (b) Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
- 16. As may be required by ORS 279C.845, Contractor or contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the Contracting Agency in writing.
 - (a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845.
 - (b) The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.
- 17. All employers, including Contractor, that employ subject workers who work under this contract 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.
- 18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 19. The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

20. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, minority-owned or women-owned businesses, or emerging small businesses or a disadvantaged business enterprise in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a service-disabled veteran as defined in ORS 408.225. ORS 279A.110.
21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
23. As may be applicable, Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the subcontractors commence work under this contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. Pursuant to OAR 137-049-0880, the Contracting Agency may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
27. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Contracting Agency has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Federal Highway Administration
- Homeland Security, Department of

- Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

28. The following notice is applicable to Work involving excavation. "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 (503) 232-1987."

EXHIBIT C

EDA CONTRACTING PROVISION

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

TABLE OF CONTENTS

1. Definitions
2. Applicability
3. Federally Required Contract Provisions
4. Required Provisions Deemed Inserted
5. Inspection by EDA Representatives
6. Examination and Retention of Contractor's Records
7. Construction Schedule and Periodic Estimates
8. Contractor's Title to Material
9. Inspection and Testing of Materials
10. "OR EQUAL" Clause
11. Patent Fees and Royalties
12. Claims for Extra Costs
13. Contractor's and Subcontractor's Insurance
14. Contract Security Bonds
15. Labor Standards - Davis-Bacon and Related Acts
16. Labor Standards - Contract Work Hours and Safety Standards Act
17. Equal Employment Opportunity
18. Contracting with Small, Minority and Women's Businesses
19. Health, Safety and Accident Prevention
20. Conflict of Interest and Other Prohibited Interests
21. New Restrictions on Lobbying
22. Historical and Archaeological Data Preservation
23. Clean Air and Water
24. Use of Lead-Based Paints on Residential Structures
25. Energy Efficiency
26. Environmental Requirements
27. Debarment, Suspension, Ineligibility and Voluntary Exclusions
28. EDA Project Sign
29. Buy America

1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must 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 non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

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

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

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

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

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may 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 the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

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

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

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

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

Economic Development Administration
Contracting Provisions for Construction Projects

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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. The 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.

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

(3) The 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.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the Contractor's 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) 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. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient 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, however, that if the Recipient 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 that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA 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 EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient 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 EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; 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.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared
- Economic Development Administration
Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

SECTION 320

PERFORMANCE BOND

(Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable)

Contractor (Name and Address):

Surety (Name and Principal Place of Business):

Owner (Name and Address): CITY OF COTTAGE GROVE
400 EAST MAIN STREET
COTTAGE GROVE, OR 97424

Construction Contract:

Date:

Amount:

Description (Name and Location):

Bond

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other Party):

- 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3 If there is not Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed to reasonably time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Contractors; or
 - 4.3 Obtain bids or negotiated bid packets from qualified Contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances;

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner of its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph

are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable.

- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12 DEFINITIONS
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or other wise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

Address: _____ Address: _____

SECTION 330

PAYMENT BOND

(Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable)

Contractor (Name and Address):

Surety (Name and Principal Place of Business):

Owner (Name and Address): CITY OF COTTAGE GROVE
400 EAST MAIN STREET
COTTAGE GROVE, OR 97424

Construction Contract:

Date:

Amount:

Description (Name and Location):

Bond

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other Party):

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for pay for labor,

materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment including in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.3 Not having been paid within the above 30 days has sent a written notice to the Surety (at the address described in Paragraph 12) and stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of the Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are disputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owners priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligation to Claimants under this bond.
10. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner and the Contractor shall be mailed or delivered to the address shown on the signature age. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms labor, materials or equipment and that part of water, gas, power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety Bond #: _____ CCB # (if applicable): _____

We, _____,
as principal, and business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a Contractor or Subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR 839, then this obligation shall be void; otherwise to remain in full force and effect.

The bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20____

Surety by:

Principal by:

_____(Seal)

Company Name

Name

Signature

Title (e.g. Attorney-in-Fact)

SEND BOND TO: Construction Contractors Board

**P.O. Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Zip

Signature

Title

Address

City

State

SECTION 400 – GENERAL CONDITIONS

- **410 – DEFINITIONS AND ABBREVIATIONS**
- **420 – PLANS AND SPECIFICATIONS**
- **430 – THE ENGINEER**
- **440 – THE CONTRACTOR**
- **450 – PROSECUTION AND PROGRESS OF THE WORK**
- **460 – PAYMENT FOR THE WORK**
- **470 – PREVAILING WAGE RATES**

GENERAL CONDITIONS

SECTION 410

DEFINITIONS AND ABBREVIATIONS

1.00 - DEFINITIONS. In the material bound herewith, certain words or expressions shall be understood to have the following meanings:

1.01 - Bidder. Any individual, firm or corporation formally submitting a bid for the work contemplated herein, acting either directly or through an authorized representative.

1.02 - City. Wherever the word "City" occurs in these Contract Documents, the term shall signify the incorporated City of Cottage Grove, Oregon, acting through its governing body or authorized employees.

1.03 - Contractor. The individual, firm or corporation undertaking the execution of the work under the terms of the Contract and acting either directly or through his or its agents or employees.

1.04 - Engineer. The word "Engineer" shall signify the City Engineer of the City of Cottage Grove, acting either directly or through an authorized City employee.

1.05 - Contract Documents. The Contract Documents consist of the Instructions to Bidders, General Conditions, the Advertisement for Bids, Project Bid, all Addenda, Special Provisions, Technical Specifications, the Contract, the Performance Bond, Payment Bond, Public Works Bond, Bid Schedules, and the Plans, all bound herewith. The Contract Documents shall also include the BOLI Prevailing Wage Rate Schedule dated July 5, 2023 including any current amendments, the Oregon Standard Specifications for Construction, 2024 edition, published by the Oregon Department of Transportation, including all modifications thereof, incorporated into the Contract Documents before their execution; and all Change Orders entered into by mutual agreement between the City and the Contractor.

1.06 - Work. Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the project and obligations imposed upon the Contractor by the Contract.

1.07 – Oregon Standard Specifications for Construction, 2024 Edition. Oregon Standard Specifications for Construction, 2024 Edition shall be understood to mean: Oregon Standard specifications for Construction, 2024 Edition, and any modifications thereof.

2.00 - ABBREVIATIONS. In the material bound herewith, certain words or expressions shall be understood to have the following meanings:

AASHTO:	American Association of State Highway and Transportation Officials
AGC:	Associated General Contractors of America
AIA:	American Institute of Architects
ANSI:	American National Standards Institute
APWA:	American Public Works Association
ASCE:	American Society of Civil Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWWA:	American Water Works Association
BOLI:	Bureau of Labor & Industries
CCB:	Construction Contractors Board
CFR:	Code of Federal Regulations
DBE:	Disadvantaged Business Enterprise
DEQ:	Department of Environmental Quality, State of Oregon
EPA:	U.S. Environmental Protection Agency
FHWA:	Federal Highway Administration, U.S. Department of Transportation
FSS:	Federal Specifications & Standards, General Services Administration
GSA:	General Services Administration
MIL:	Military Specifications
MUTCD:	Manual on Uniform Traffic Control Devices
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OAR:	Oregon Administrative Rules
ORS:	Oregon Revised Statutes
OSHA:	Occupational Safety and Health Administration
ODOT:	Oregon Department of Transportation
PUC:	Public Utility Commission, State of Oregon
QA:	Quality Assurance
QC:	Quality Control
UBC:	Uniform Building Code (as adopted by the State of Oregon)
UL:	Underwriters Laboratories, Inc.
UPC:	Uniform Plumbing Code (as adopted by the State of Oregon)
USC:	United States Code

SECTION 420
PLANS AND SPECIFICATIONS

1.00 - Plans. The Plans that describe the work to be performed are as tabulated in the Contract. In the event of discrepancies between the Plans and Specifications, the Specifications shall govern, or as otherwise specified in the Special Provisions of the Specifications.

2.00 - Alteration in Details of Construction. The Engineer, during the progress of the work may alter any of the details of construction as may be found expedient, or suitable, and such alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to execute the altered work the same as if it had been part of the original Contract. Any claims for extension of time or payment for extra work involved shall be made by the Contractor at the time that such alterations are authorized. If alterations result in diminishing the quantity of work, they shall not constitute a claim for anticipated profits on the work so dispensed with.

SECTION 430

THE ENGINEER

1.00 - Engineer's Status. The Engineer shall have general supervision and direction of the work. He is the agent of the City to the extent provided in the Contract Documents. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

The Engineer shall, within a reasonable time, make decisions and recommendations on all claims of the City or Contractor and on all matters relating to the execution and progress of the work, and on interpretation of the Plans, and the City shall finally approve of all such decisions.

2.00 - Unnoticed Defects and Rejected Material. If any portion of the work shall prove defective and not in conformance with the Plans and Specifications, and if such defective or non-conforming work does not, in the opinion of the Engineer, detract from soundness or acceptability, the Engineer, subject to the written approval of the City, shall have full authority to retain such work and make such deductions in the payment to the Contractor as are determined just and reasonable. All other defective or non-conforming work and rejected material shall be removed and replaced at the Contractor's expense. Failure by the Engineer to condemn or reject defective or non-conforming work and materials shall not be construed to imply acceptance of such work and materials.

3.00 - Approval of Shop Drawings. The Contractor shall submit four (4) copies of all shop or setting drawings and schedules required for the work of the various trades, and the Engineer shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make any corrections required by the Engineer, file with him two corrected copies, and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

SECTION 440

THE CONTRACTOR

1.00 - Contractor's Representatives. The Contractor shall at all time during his absence from the work, have a competent superintendent or foreman as his agent on the work, who shall receive instructions from the engineer or his authorized representatives. The superintendent or foreman shall have full authority and responsibility to promptly supply such materials, tools, plant equipment, and labor as may be required.

2.00 - Laws, Permits and Licenses. The Contractor at all times shall observe and comply with all Federal and State laws, City ordinances and regulations in any manner affecting the conduct of the work, and shall further comply with such orders or decrees as exist at present, and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the City, its officers and employees against the claim or liability arising from the violation of any such laws, ordinances, regulations, orders or decrees, whether such violation be by the Contractor, his Subcontractors or his employees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

3.00 - Protection of Property and Persons. In the performance of the work to be done under the Contract, the Contractor shall use every reasonable means to avoid damage to property, injury to persons and loss, expense, inconvenience, and delay to the City, users, and others. He shall provide protective devices wherever and whenever needed in affording this protection and, in the performance of the work, he shall use no means or methods which will endanger either persons or property. He shall further comply with all Federal, State and Local Codes relating to the safety and protection of his employees.

All damages and injury to property that may be caused by or that may result from the carrying out of the work to be done under the Contract or from any act, omission, or neglect of the Contractor, shall promptly be made good by the Contractor either by repairing, rebuilding or replacing of the property damaged.

4.00 - Furnishing of Material. Unless otherwise specified in the Special Provisions, all material furnished in connection with the work shall be new and first quality.

5.00 - Inspection of the Work. The Engineer or his representatives shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Plans and specifications. The Contractor shall cut and replace with new materials, at his own expense, such samples as are customarily required for testing purposes. The Contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or the making good of the parts removed, shall be paid for as "extra work", but should the work so exposed or examined prove unacceptable, the uncovering or removing, and replacing of the covering and the making good of the parts removed, shall be at the Contractor's expense.

6.00 - Subcontractors. Nothing in these Contract Documents shall be construed to imply a contractual relationship between the City and any Subcontractor engaged by the Contractor. The Contractor agrees that he is fully responsible to the City for all acts of his Subcontractors, material suppliers, employees and indirect employees.

7.00 - Responsibility for Damages. The Contractor shall be responsible for all loss, expense, inconvenience and delay that may be caused by or that may result from any act, omission or neglect of the Contractor in the performance of the work to be done under the Contract. The Contractor shall indemnify and save harmless the City and its officers and employees from all claims, demands, suits or actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience or delay received or sustained, or claimed to be received or sustained, by any person or persons, which damage, injury, loss, expense, inconvenience, or delay may have been caused by or may have resulted from the performance of the work to be done under the Contract.

8.00 - Responsibility for the Work. Until final acceptance of the Contract, the Contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and he shall make good at his own expense all injuries or damages to any portion of the work before its completion and final acceptance.

9.00 - Taxes. The Contractor shall withhold all Federal, State and local taxes from wages, make all Social Security payments, and pay all taxes, charges and fees which are now or may hereafter be charged.

10.00 - Performance, Payment, and Public Works Bonds. The Contractor shall furnish surety bonds in amounts equal to the total amount of the Contract, as set forth in the Bidder's packet as satisfactory to the City. The bonds shall be on the forms bound herewith and shall remain in full force for one (1) year after conditional acceptance of the work, to cover all guarantees against defective workmanship and materials and to insure payment to all person supplying labor or materials in connection with the Contract.

Pursuant to Senate Bill 477, the Contractor shall be required have a Public Works Bond filed with the Construction Contractors Board (CCB) prior to the start of work on any Public Works project, unless exempt. The Contractor shall also require every Subcontractor to have a Public Works Bond filed with the CCB prior to starting work on a project, unless exempt. In addition, the Contractor shall provide proof to the City of Cottage Grove that his/her Public Works Bond and Public Works Bonds of all Subcontractors have been filed with the Construction Contractors Board.

11.00 - Insurance. Prior to the start of the work under the Contract, the Contractor shall furnish the City with satisfactory proof of hold-harmless, insurance and related requirements for both work in progress and completed operation as follows:

11.01 - General. In order to protect the financial assets and interests of the City of Cottage Grove and to clarify responsibility and liability between the City and the Contractor, the following procedures, language and conditions shall apply to the work and are hereby incorporated in the contract as if set out in full therein.

11.02 - Hold-Harmless and Indemnification Requirements. To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the City of Cottage Grove (including its officers, Council members, agents and employees) from all

claims, demands, suits, actions, penalties, damage expenses for liability of any kind) including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Contractor, the Contractor's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the City of Cottage Grove.

11.03 - General Insurance Requirements. The Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

11.04 - Automobile Liability. Automobile liability (owned, non-owned and hired) insurance with limits not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) shall be maintained. The City, its employees, officials and agents, the State of Oregon, ODOT, its officers, employees and agents will be named as additional insured with respect to work or services performed under this agreement. This shall apply to both work in progress and completed operations. This insurance coverage must be primary and non-contributory with any other insurance and self-insurance the City or State may carry on their own.

11.05 - Builder's Risk Insurance. If so specified in the Contract Documents, the Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interest of the City and the design architect or engineer. The amount of the insurance shall equal the completed value of the contract amount.

11.06 - Worker's Compensation Insurance. The Contractor shall provide and maintain worker's compensation coverage for its employees, officers, agents or partners, in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

11.07 - "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the Contractor may request and City may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If City approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11.08 - Evidence of Insurance Coverage. Evidence of the above coverages issued by a company satisfactory to the City of Cottage Grove shall be provided to the City by way of a certificate(s) of insurance prior to the commencement of any work or services. Contractor or its insurer must provide 30- days' written notice of cancellation, material change, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Clauses such as "Company will endeavor to mail 30 days written notice" must be modified as follows: "Company will ~~endeavor to mail 30 days~~ written notice." Furthermore, clauses such as "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" must be stricken as follows: "~~but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives~~". Failure to maintain the proper insurance shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this contract.

11.09 - Equipment and Material. The Contractor shall be responsible for any loss, damage or destruction of its own property, equipment and materials used in conjunction with the work.

11.10 - Subcontractors Insurance Requirements. The Contractor shall require all Subcontractors to provide and maintain general liability, auto liability, professional liability (where applicable) and worker's compensation insurance with coverages equivalent to those required of the general Contractor in this contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

12.00 - Guarantee. The Contractor shall guarantee all work and materials furnished under the Contract for a period of one (1) year after conditional acceptance and he shall, at his own proper expense, repair and replace any such defective materials and workmanship to the satisfaction of the Engineer, and shall hold the City harmless from all claims arising from defective materials, and workmanship. Nothing herein contained, to furnish materials and workmanship in accordance with Plans and Specifications as herein provided, may be changed without written authorization of the City.

13.00 - Liens and Claims. The Contractor shall not permit a lien to be filed against the works, and prior to final payment for the work performed under the Contract, the Contractor shall furnish the City with an affidavit stating that all claims on labor, services or materials have been settled and filed with the City, the Contractor shall promptly refund to the City all monies that the City may have been compelled to pay in satisfying such liens, including attorney's fees and costs.

SECTION 450

PROSECUTION AND PROGRESS OF THE WORK

1.00 - Prosecution of the Work. The work to be done under the Contract shall not be commenced until the Contract, the Performance and Payment Bonds, the Public Works Bond, and Insurance Certification have been executed by the Contractor and his surety and delivered to the City. Performance of the work to be done under the Contract shall be commenced within ten (10) calendar days after the Contractor has been issued a Notice to Proceed.

After the award of the Contract and prior to the work commencing, the Contractor shall meet and consult with the Engineer on the Contractor's proposed arrangements for the prosecution of the work and timing schedules for the various phases of the work. It is agreed by the Contractor that time is the essence of the Contract; and from the time of commencement of the work to the time of completion; the work shall be prosecuted vigorously and continuously, and always in accordance with a schedule which will insure completion within the specified time limit.

2.00 - Character of Workman and Equipment. The Contractor shall employ only competent and efficient laborers, mechanics or artisans; and whenever, in the opinion of the Engineer, any employee is careless or incompetent, or obstructs the progress of the work, or acts contrary to instructions or conducts himself improperly, the Contractor shall, upon written complaint of the engineer, discharge or otherwise remove him from the work and not employ him again on it. The methods, equipment and appliances used and the quantity and quality of the personnel employed on the work shall be such as will produce a satisfactory quality of work and shall be adequate to complete the Contract within the time limit specified.

3.00 - Time of Completion and Liquidated Damages. Inasmuch as delay in the prosecution of the work will inconvenience and increase the cost to the City, it is essential that the work be pressed vigorously to completion. Therefore, the work to be done under the Contract shall be completed in its entirety before the elapse of the number of calendar days stated in the Contract. Recording of the elapse of the calendar days will begin with the tenth (10) calendar day following the date of the notice to proceed.

A calendar day is hereby defined as every day, except legal holidays, as designated by the State of Oregon, on which the Contractor is not prevented, by conditions resulting from inclement weather, or by suspension of work ordered by the Engineer or specifically required by provisions of the Contract or by acts of God from performing work under the Contract with daily productiveness equal to at least fifty (50) percent of the daily productiveness normally possible at the same stage of construction under favorable conditions. The relative productiveness as determined by the Engineer shall be conclusive.

It is agreed by the parties to the Contract that, in case all the work called for under the Contract in all parts and requirements, is not finished or completed within the number of calendar days called for in the Contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delays; and it is therefore agreed that the Contractor will pay to the City as liquidated damages or the City at its option, may deduct from any monies due or to become due to the Contractor from the City, the sum indicated in the schedule shown for each and every calendar day elapsed in excess of the number of calendar days specified for the performance and completion of the work called for in the Contract.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to accurately estimate.

Schedule of Liquidated Damages

<u>Total Amount of Contractor's Bid</u>	<u>Per Diem of Liquidated Damages</u>
Less than \$5,000.00 .	\$20.00
\$5,000.00 but less than \$15,000.00 .	35.00
\$15,000.00 but less than \$25,000.00	55.00
\$25,000.00 but less than \$70,000.00	85.00
\$70,000.00 but less than \$130,000.00	140.00
\$130,000.00 but less than \$250,000.00	170.00
\$250,000.00 but less than \$500,000.00	210.00
\$500,000.00 but less than \$1,000,000.00	315.00
\$1,000,000.00 and over	420.00

Permitting the Contractor to continue and finish the work or any part thereof after the time or number of calendar days fixed for its completion, including any increase in calendar days which may have been granted as hereinafter provided, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

Payment of liquidated damages shall not release the Contractor from obligation in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which it may sustain by failure of the Contractor to carry out the terms of his Contract, it being the intention of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

4.00 - Increase in Time for Performance of Contract. Temporary suspension of work and delays, occasioned by errors or changes in the Plans and Specifications of the Contract or failure of the City, its employees and its other Contractors to act promptly in carrying out obligations and duties shall be considered causes for increasing the number of calendar days specified for the completion of the work without assessment for liquidated damages, to the extent only that said causes actually increase the number of calendar days required for completion of the work to be done under the Contract.

Shortage or inadequacy of labor or equipment, or failure to supply the necessary materials, shall not be considered to be beyond the Contractor's control, and delays resulting there from shall not be considered cause for increase in the number of calendar days specified for the completion of the work.

In the event the Contractor is prevented from completing the work to be done within the number of calendar days, specified for completion by reason of one or more of the causes set forth above only, the Contractor may request the City to increase the number of calendar days specified for the completion of the work without assessment of liquidated damages. The request shall be in writing, shall set forth in full the conditions which have delayed or prevented completion of the work, shall state the dates of the calendar days during which prosecution of the work was actually prevented by such conditions. The decisions of the City as to whether and to what extent an

increase in the number of calendar days for completion of the work without assessment of liquidated damages shall be granted shall be final.

5.00 - Cancellation of Contract by the Owner. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently refuse or should fail to supply enough properly skilled workmen or proper materials for the efficient prosecution of the project, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the employment of the Contractor, and require the surety to complete the Contract. In the event action as above is taken by the City, the Contractor shall not be entitled to receive any further payment and payments due shall be made directly to the surety; and upon completion of the work by the surety, the surety will be entitled to receive an amount equal to the difference of the sum of amounts previously paid to the Contractor and the amount the Contractor would have been entitled to receive for the work, under the terms of the Contract, had he himself completed the work.

In lieu of the above, the City may, if it so elects, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the City may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall with the surety's guarantee, pay the difference to the City. The expense incurred by the City, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

6.00 - Use of Premises by the City. The City reserves the right to enter upon the premises, to use same, and to let other contracts in connection with this Contract, or to use parts of the work of the Contractor before the final completion of the work, it being understood that such use by the City in no way relieves the Contractor from full responsibility of his obligations in completing his Contract. Taking possession of completed or partially completed portions of the work shall not constitute acceptance of any work not completed in compliance with the Contract Documents. The Contractor shall be entitled to extra compensation and/or an increase in the time limit if the Engineer determines that such possession by the City increases the Contractor's costs and delays the work.

7.00 - Cutting and Patching. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors or existing facilities, as shown upon or reasonably implied by the Plans and Specifications for the completed structure, and he shall make good after them as the Engineer may direct. The Contractor shall not endanger any work by overloading, cutting, digging, or otherwise, and shall not alter the work of any other Contractor without the consent of the Engineer.

8.00 - Cleanup by Contractor. The Contractor shall at all times keep the premises free from accumulations of waste material or debris caused by his employees or work materials, and leave the work in a neat condition satisfactory to the City. The project area shall be cleaned up within two (2) weeks of the final acceptance of the project by the City.

SECTION 460

PAYMENT FOR THE WORK

1.00 - Application for Payments by the Contractor. Partial payments shall be made in accordance with ORS 279C.500 to ORS 279C.570 and shall be due the Contractor not later than 30 days after receipt of the invoice, for work performed during the preceding calendar month. Five (5) percent (%) of the amount invoiced will be retained out of progress payments as allowed under this statute.

The Contractor shall submit to the City an application for each payment, and if required, receipts or other vouchers showing his payment for materials and labor, including payments to Subcontractors. Such application shall be submitted at least thirty (30) days before each payment falls due and if required, the Contractor shall submit with the application to the City a schedule of values of various parts of the work upon which payment is requested.

No certificate issued or payment made to the Contractor shall be an acceptance of any work or materials not in accordance with the Contract. Five (5) percent of all monies earned by the Contractor will be retained no more than thirty (30) days after the date upon which the City accepts the work covered by the Contract, as evidenced by the Engineer's final inspection and recommendation of acceptance.

2.00 - Extra Work. Extra work shall not be performed by the Contractor, except in an emergency endangering life or property, unless it is in pursuance of a written supplemental agreement, signed by the City. No claim for an addition to the Contract price shall be valid unless the extra work involved has been ordered by supplemental agreement, with the amount of the extra claim established prior to the execution of the extra work.

3.00 - Suspension of Payments. No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the Specifications remains un-complied with. Neither shall any partial or final payment be made as long as any claim of lien filed or prosecuted against the City, contrary to the provisions of the Contract remains unsatisfied.

4.00 - Final Inspection. Unless otherwise provided, the Engineer shall make a final inspection of all work included in the Contract within ten (10) days after notification by the Contractor that the work is completed. If the work is not acceptable to the Engineer, he shall advise the Contractor as to the particular defects to be remedied before final acceptance can be made. When, in the opinion of the Engineer, the work is acceptable and has been completed in accordance with the Contract, the Engineer shall file a Certificate of Completion with the City. Neither the final certification nor the final Payment nor any provision of the Contract Documents shall relieve the Contractor of his responsibility for defective material and workmanship for the length of, and to the extent of his guarantee as provided under Item 4.12 of these General Conditions. The failure or neglect on the part of the Engineer to condemn unsatisfactory material or to reject inferior workmanship shall in no way release the Contractor, nor shall the Engineer's acceptance thereof be construed to mean the acceptance of such unsatisfactory work or material, and no payment therefore shall be construed as an acceptance of defective work or improper materials under the provisions of the Contract Documents.

5.00 - Final Payment. As soon as practicable after the completion and acceptance of the work under the Contract, as evidenced by the Engineer's certificate of completion, the Engineer will

prepare a final estimate of the total amount earned by the Contractor in accordance with the terms of the Contract and all supplemental agreements. Following this determination of the total amount earned by the Contractor, and final acceptance of the work by the City, final payment shall be made to the Contractor. All prior estimates and payments shall be subject to correction in the final estimate and payment.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance, Payment, and Public Works Bonds.

SECTION 470

PREVAILING WAGE RATES

COTTAGE GROVE E. MAIN STREET REVITALIZATION PROJECT

In accordance with ORS 279C.800 et seq., copies of the general prevailing rate of per diem wages in the locality have been determined by the Commissioner of the Bureau of Labor. The July 5, 2024 Prevailing Wage Rates for Public Works Projects in Oregon, including all current amendments, are hereby incorporated as part of the contract documents. Such publications can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

It shall be mandatory for the Contractor and all Subcontractors to pay not less than the applicable prevailing rates for each craft, classification or type of worker.

a. Basic Requirement

In accordance to ORS 279C.840, Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those in effect at the time Project was first advertised.

b. Posting of Prevailing Wage Rates

Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

c. Certifications of Wage Rates to the City of Cottage Grove

Contractor shall furnish weekly to the City of Cottage Grove certified statements, in writing on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly rate of wage paid each worker whom the Contractor the Subcontractor has employed upon the public works improvement; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract.

d. If the Contractor has not filed the certified statements as required under this contract, The City of Cottage Grove is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.

e. Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates

When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

f. Access to Wage Rate Records – Worker Interview Verification

Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage and or the higher of the State prevailing wage rate and the Davis-Bacon

wage rate is actually being paid and shall make payment records available to BOLI or Federal Officials on request. Contractor shall require Subcontractors to provide the same right of entry and inspection. In addition, shall allow interviews with persons with each discipline (trade) to determine if the correct wage rate is actually being paid.

g. All BOLI Requirements Applicable

Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this Contract. Contractor is to use the most current Prevailing Wage Rates for Public Contracts in Oregon including any amendments to the prevailing rates at time of contract initiation. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at:

http://www.oregon.gov/boli/WH/PWR/Pages/pwr_state.aspx and available by contacting the Bureau of Labor & Industries at 971-673-0838.

See attached the applicable Davis Bacon Prevailing wage determination for this project "OR20240001, Lane County, Modification #9, dated 09/05/2024"

h. Notice of Award of Public Works Contract

As a condition of this contract the Contractor and all Subcontractors shall file with the City completed copies of the "Payroll/Certified Statement Form WH-38" included with these specifications.

FORM WH-81 "NOTICE OF AWARD OF PUBLIC WORKS CONTRACT"

In accordance with ORS 279C.835 the contracting agency is required to submit a copy of this form to the Bureau of Labor within thirty (30) days after the public works contract is awarded.

FORM WH-38 "PAYROLL/CERTIFIED STATEMENT"

This form will be provided to the prime Contractor at the time the contract is awarded with instructions to the prime Contractor to provide copies of the form to every Subcontractor on the project. Contractors may use their own forms to submit payroll information, but they must attach this revised WH-38 with the completed shaded agency information together with the signed certified statement information on the back.

Superseded General Decision Number: OR20230001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/02/2024

3	02/23/2024
4	04/12/2024
5	05/31/2024
6	06/07/2024
7	06/14/2024
8	06/28/2024
9	09/06/2024

BROR0001-006 06/01/2020

BAKER, BENTON (NORTH), CLACKAMAS, CLATSOP, COLUMBIA, GILLIAM,
HARNEY, HOOD RIVER, LINCOLN (NORTH), LINN (NORTH), MALHEUR
(NORTH), MARION, MORROW, MULTNOMAH, POLK, SHERMAN, TILLAMOOK,
UMATILLA, UNION, WALLOWA, WASCO (NORTH), WASHINGTON AND YAMHILL
COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

BROR0001-007 06/01/2020		

BENTON (SOUTH), CROOK, DESCHUTES, GRANT, JACKSON, JEFFERSON,
KLAMATH, LAKE, LANE, LINCOLN (SOUTH), LINN (SOUTH), MALHEUR
(SOUTH), WASCO (SOUTH) AND WHEELER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

CARP9001-001 06/01/2022		

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 42.31	19.21
DIVER STANDBY.....	\$ 58.32	19.21
DIVERS TENDERS.....	\$ 51.32	19.21
DIVERS.....	\$ 95.32	19.21
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 51.32	19.21
MILLWRIGHTS.....	\$ 43.26	19.21
PILEDRIVERS.....	\$ 45.74	19.21

DEPTH PAY:

50 to 100 feet	\$2.00 per foot over 50 feet
101 to 150 feet	3.00 per foot over 50 feet
151 to 200 feet	4.00 per foot over 50 feet
over 220 feet	5.00 per foot over 50 feet

Zone Differential (Add to Zone 1 rates):

Zone 2 -	\$1.25
Zone 3 -	1.70
Zone 4 -	2.00
Zone 5 -	3.00
Zone 6 -	5.00
Zone 7 -	10.00

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 60 miles from the respective City Hall

ZONE 5 - More than 60 miles and less than 70 miles from the respective City Hall

ZONE 6 - More than 70 miles from the respective City Hall.

ZONE 7 - More than 100 miles from the respective City Hall.

BASEPOINTS CITIES FOR CARPENTERS (EXCLUDING MILLWRIGHTS, PILEDRIVERS AND DIVERS)

ALBANY	ASTORIA	BAKER
BEND	BROOKINGS	BURNS
COOS BAY	CORVALLIS	EUGENE
GOLDENDALE	GRANTS PASS	HERMISTON
HOOD RIVER	KLAMATH FALLS	LAGRANDE
LAKEVIEW	LONGVIEW	MADRAS
MEDFORD	McMINNVILLE	NEWPORT
OREGON CITY	ONTARIO	PENDLETON
PORTLAND	PORT ORFORD	REEDSPORT
ROSEBURG	SALEM	ST. HELENS
THE DALLES	TILLAMOOK	VANCOUVER

BASEPOINTS FOR MILLWRIGHTS

EUGENE	NORTH BEND	LONGVIEW
PORTLAND	MEDFORD	THE DALLES
VANCOUVER		

BASEPOINTS FOR PILEDRIVERS AND DIVERS

ASTORIA	BEND	COOS BAY
EUGENE	KLAMATH FALLS	LONGVIEW
MEDFORD	NEWPORT	PORTLAND
ROSEBURG	SALEM	THE DALLES

* ELEC0048-006 01/01/2024

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 66.55	29.34
ELECTRICIAN.....	\$ 60.50	28.64

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 06/01/2021

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND
WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 52.50	23.01
ELECTRICIAN.....	\$ 50.00	22.93

ELEC0280-003 01/01/2024

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.....	\$ 55.27	22.24

ELEC0291-006 06/01/2023

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 41.69	6%+14.80
ELECTRICIAN.....	\$ 37.90	6%+14.80

* ELEC0659-004 01/01/2024

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.....	\$ 45.00	19.88

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 Plant 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 steered (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 Feeder
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 01/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 43.82	34.02

 LAB00737-001 06/01/2023

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 41.29	16.80

 LAB00737-008 06/01/2023

ZONE 1:

LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 36.11	16.80
GROUP 2.....	\$ 37.41	16.80
GROUP 3.....	\$ 31.39	16.80

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
KLAMATH FALLS
PORTLAND
THE DALLES

GRANTS PASS
MEDFORD
ROSEBURG

HERMISTON
PENDLETON
SALEM

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; Guniting Nozzleman; Hazardous Waste Laborer; High Scalers; Laser Beam (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 WASTE 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 07/01/2022

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 38.18	15.08

PAIN0010-008 07/01/2022

	Rates	Fringes
PAINTER.....	\$ 38.18	15.08

PLAS0555-001 06/01/2024

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH		
COMPOSITION/POWER		
MACHINERY AND		
SUSPENDED/HANGING SCAFFOLD..	\$ 46.93	20.05
CEMENT MASONS ON		
SUSPENDED, SWINGING AND/OR		
HANGING SCAFFOLD.....	\$ 46.03	20.05
CEMENT MASONS.....	\$ 45.13	20.05
COMPOSITION WORKERS AND		
POWER MACHINERY OPERATORS...	\$ 46.03	20.05

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 06/01/2024

ZONE 1:

TRUCK DRIVERS (See Footnote C):

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

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 cy 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.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

SECTION 500 – STANDARD SPECIFICATIONS

- **500 – STANDARD SPECIFICATIONS**
- **501 – EDA SITE SIGN SPECIFICATIONS**

SECTION 500

CITY OF COTTAGE GROVE STANDARD SPECIFICATIONS

The Standard Specifications applicable to work on this project and the performance thereof, are those titled "Oregon Standard Specifications for Construction, 2024 edition", in addition to the "Oregon Standard Drawings, 2024 edition", hereinafter called "Standard Specifications" except as the same may be modified, supplemented, or superseded by the Special Provisions herein.

The standard specifications are available at

https://www.oregon.gov/odot/Business/Specs/2024_STANDARD_SPECIFICATIONS.pdf

For sanitary sewer work of the project construction, if any, DEQ requires that in addition to the above specification, current DEQ Rules and Specifications will apply, and if a conflict is noted, the more stringent specification will apply. DEQ specifications are the Oregon Standard Specifications for Construction, 2024 edition.

Such Standard Specifications by this reference shall be deemed incorporated herein and made a part hereof as those fully set forth. All number references in the Special Specifications shall be understood to refer to the Section of the Standard Specifications bearing like numbers.

END OF SECTION

SECTION 501

CITY OF COTTAGE GROVE EDA SITE SIGN SPECIFICATIONS

The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. EDA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the EDA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law.

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

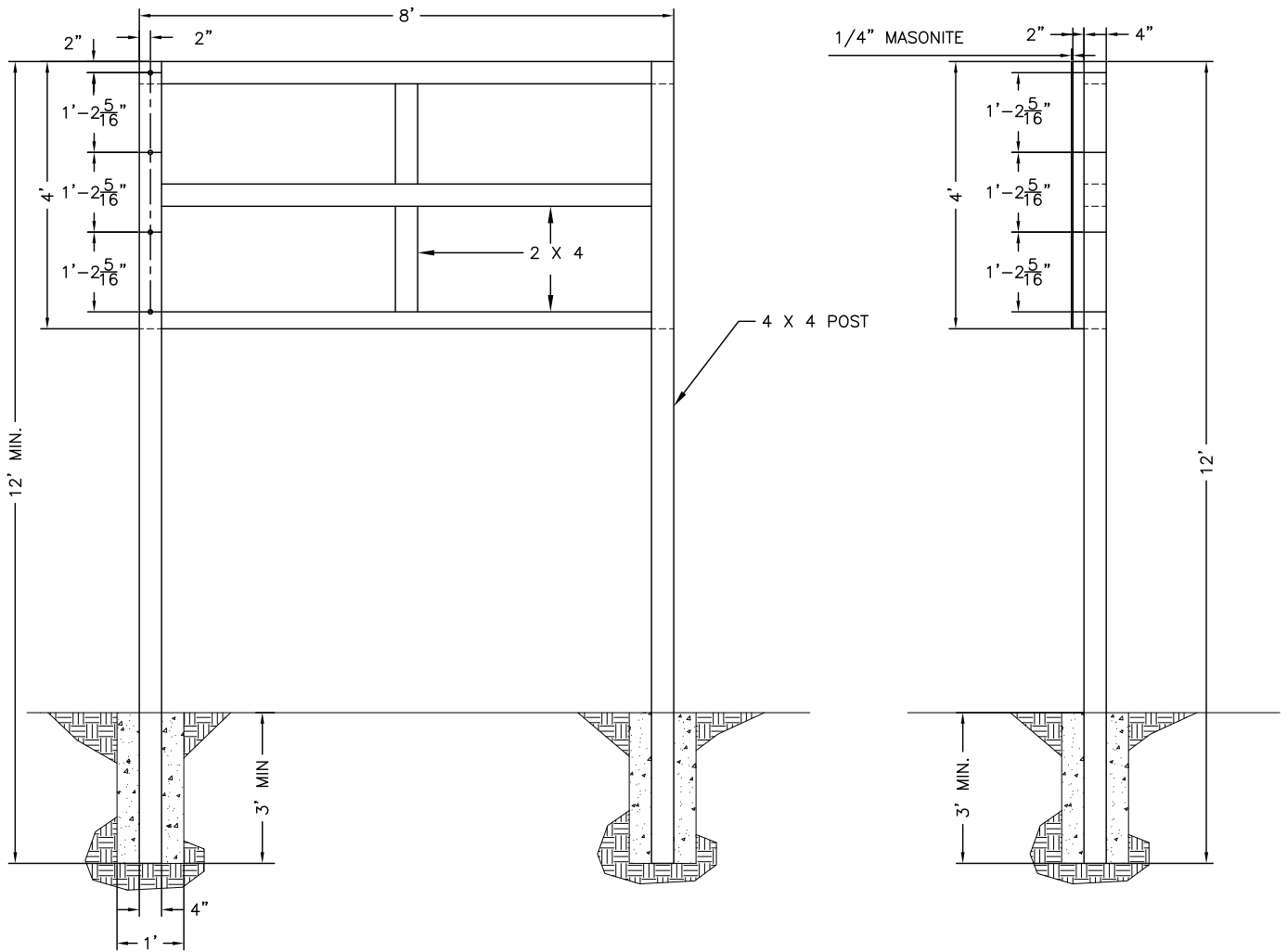
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use UniversTM 55 Oblique - **Univers 55**

(Name of) “EDA Grant Recipient” use UniversTM Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

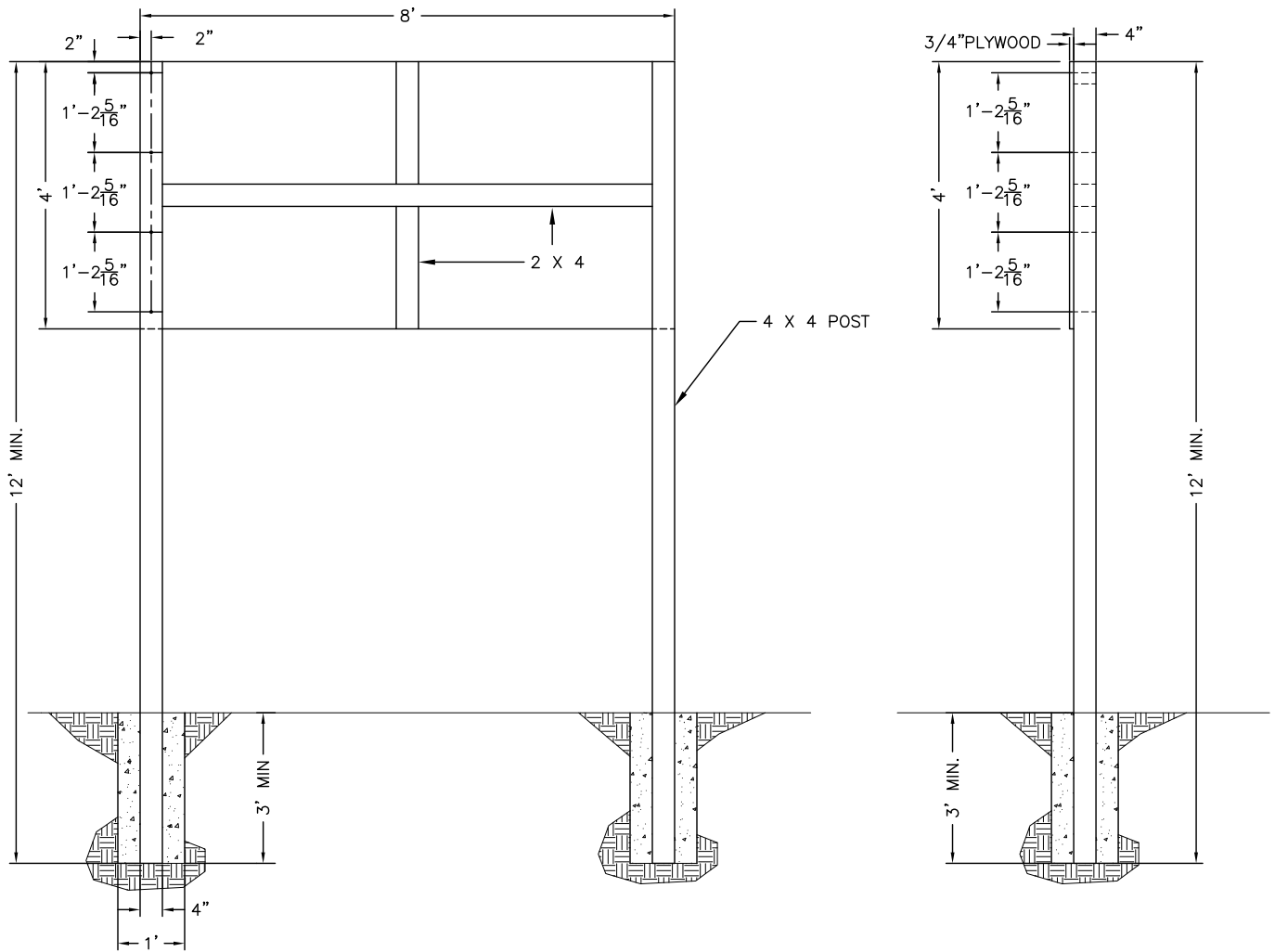
The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A
MASONITE SIGN
SCALE: 3/8" = 1'

PROJECT – SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT – SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>



SECTION 600 – SPECIAL SPECIFICATIONS

- **600 – SPECIAL PROVISIONS**

SECTION 600

SPECIAL PROVISIONS

Cottage Grove E. Main Street Revitalization Project

All number references in these Special Provisions shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Section and subsections contained in these Special Provisions in their entirety.

Class of Work

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02 Public Safety and Mobility - Add the following bullets to the end of the bullet list:

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.05 Contractor Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide a traffic control plan (TCP). Submit the following, for approval, five calendar days before the preconstruction conference:

(a) Contractor TCP -

- Include the following:
- Proposed TCP showing all Traffic Control Measures (TCM) and quantities of all Traffic Control Devices (TCD).
- Proposed order and duration of the TCM.

Roads shall be open to local and business vehicular and pedestrian traffic during construction. This can be accomplished by implementing one-way closures while constructing half the street or by flagging. Traffic will be allowed to drive on the subgrade, but the subgrade shall be

protected from contamination and other impacts during construction. Roadway construction affecting local business access shall be accommodated by staging construction in segments which may include utilizing steel plates or other methods for customers to access local business entryways. Contractor shall coordinate with local businesses. Flagging will be incidental to the contractor supplied TCP.

Contractor shall erect and maintain barricades, warning signs, traffic cones per city, county, and state requirements in accordance with the MUTCD (Including Oregon Amendments). Contractor shall coordinate with property owners and/or residents regarding access during construction. All traffic control measures shall be approved and in place prior to any construction activity. Prior to any work in the existing public right-of-way, contractor shall submit final Traffic Control Plan to the City and Engineer.

Providing access to all businesses during construction is paramount. Owner will remain flexible with provisions, including allowing occasional Sunday work, providing alternate access, and temporary closures, to make work efficient and minimize impact to businesses.

Prior to signing the contract, Owner and Contractor shall agree on staging methods and access provisions for businesses.

00221.9 Payment - ADD the following:

Pay Item	Unit of Measurement
(c) Pre-Construction Video.....	Lump Sum

Items (c) includes all work necessary to video the entirety of the site and scope of the project prior to breaking ground.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.90 Payment – ADD the following:

Pay item (a) includes all erosion and sediment control materials necessary for the project or shown on the drawings. No additional payment will be made for any additional work, materials, etc. necessary to construct or maintain erosion control facilities specified or necessary to meet the conditions of permits, laws, or regulations. Erosion control lump sum pay item shall cover all necessary work to maintain adequate erosion control for the duration of the work.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.41(a) General - ADD the following:

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

Surfacing to be removed includes asphalt and gutter where shown on the plans. All existing AC or PCC pavement shall be sawcut prior to repaving.

00310.9 Payment - ADD the following:

Pay Item	Unit of Measurement
(j) Removal and Salvage of Concrete Steps.....	Each
(k) Removal and Salvage of Bike Rack.....	Each
(l) Removal and Salvage of Garbage Can.....	Each
(m) Removal and Salvage of Plaque.....	Each
(n) Removal and Salvage of Bench.....	Each
(o) Removal and Salvage of Statue.....	Each
(p) Removal and Salvage of Canopy.....	Each
(q) Foundation Investigation.....	Lump Sum

Items (j), (k), (l), (m), (n), (o) and (p) includes all work necessary to remove and salvage garbage cans, plaques, benches, statue, canopies, and street lights with signal and pole.

Item (q) includes all work necessary to document foundation locations near all buildings/structures by drilling witness holes 1-inch in diameter through existing pavement, use of ground-penetrating radar scans, and/or investigation in crawl spaces under existing buildings.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.41 (a) General - ADD the following:

(13) Subgrade Inspection - All pavement area subgrades shall be inspected by Engineer prior to placement of subbase. Any identified areas of unsuitable materials or soft soil will require additional excavation and replacement with imported granular materials as directed by Engineer as complied with Section 00331.

(14) Proof-Roll - Proof-roll subgrade below pavement areas with a loaded 10 cubic yard pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

(15) Damaged Subgrade - Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications modified as follows:

00331.91 Payment - ADD the following section:

The accepted quantities of subgrade stabilization will be paid for at the Contract unit price, per cubic yard for the item Subgrade Stabilization as determined by filed measurements verified in

the field by the engineer or designated representative. Areas of Subgrade Stabilization will be measured and volumes calculated based on the depth of excavation to suitable subgrade as directed by the engineer.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.00 Scope - ADD the following section:

This item includes manholes and covers for all utilities including power and communications. Coordinate any work with affected utility and comply with utility's request and standards.

0490.48 Adjusting Boxes, Cleanout Lids and Similar Structures - ADD the following section:

Raise or lower boxes, lids and similar structures including gas, water, wastewater, Pacific Power, EPUD, Century Link, and Charter, boxes and/or vaults.

00490.9 Payment - ADD the following:

Pay Item	Unit of Measurement
(d) Adjusting Water Meter Box.....	Each
(j) Pothole.....	Each

In item (d) all work and materials necessary to install circular concrete collar per the plans is incidental to Adjusting Valve Boxes bid item.

Item (i) includes excavation necessary for service connection verifications, evaluation of depth and alignment of existing utilities.

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.90 Payment - ADD the following Pay Item to the Pay Item list:

Pay Item	Unit of Measurement
(c) 8-in of Level 2, ½" Dense HMAC	Square Yard

All necessary work and materials, including placement of the total thickness of the aggregate base rock, required for the construction of bid item (c) in accordance with the plans and specifications shall be incidental to this bid item.

No separate or additional payment will be made for water used to obtain proper compaction and in the care of the work.

SECTION 00756 – PLAIN CONCRETE PAVEMENT

Comply with Section 00756 of the Standard Specifications modified as follows:

00756.00 Scope – ADD the following:

This Work also consists of constructing colored portland cement concrete Pavement as shown and specified in the plans.

00756.10 Materials – ADD the following:

Obtain each specified material from same source and maintain high degree of consistency in workmanship throughout the Project.

ADD the following subsections:

00756.10 (a) Delivery, Storage, and Handling – Deliver products in original factory unopened, undamaged packing bearing identification of product, manufacturer, batch number, and expiration data, as applicable. Store the product in a location protected from damage, construction activity, and precipitation in strict accordance with the manufacturer's recommendations.

00756.10 (b) Color Materials – Color for concrete mid blocks as shown in the plans shall be pigmented black and conform to the requirements of ASTM C 979. Product shall be suitable for high volume of pedestrians or vehicular traffic. Placement and installation of this product shall be in accordance with the manufacturer's recommendation. Sample to be approved by the city of Cottage Grove representative.

00756.13 Concrete Mix Designs – ADD the following:

Concrete mix design for colored concrete pavement shall meet specification section 02001 and the following:

- Minimum cement content shall be six sacks per cubic yard of concrete.
- Do not add calcium chloride to the mix as it causes mottling and surface discoloration.
- Supplemental admixtures shall not be used unless approved by manufacturer.
- Do not add water to the mix in the field.
- Maximum air content shall not exceed 5 percent.

ADD the following subsection:

00756.15 Quality Assurance – Provide the following for colored concrete pavement:

- At location on Project selected by design professional, place and finish 5' square section.
- Construct mockup using processes and techniques intended for use on permanent work. Include samples of control, construction, and expansion joints in sample panels. Mockup shall be produced by the individual workers who will perform the work for the Project.
- Accepted mockup provides visual standard for work of Section.
- Mockup shall remain through completion of the work for use as quality standard for finished work.
- Remove mockup when directed or Approved field samples may become part of the completed Work if undisturbed at completion of Project.

00756.16 (a) General – ADD the following:

Submit concrete samples with specified colors for colored concrete. Also submit the Manufacturer's color charts showing full range of colors available.

00756.30 Quality Control Personnel – ADD the following:

Installer of colored concrete shall have a minimum of 2-year's experience with work on similar scope and quality. Submit installer qualifications including a list of completed projects.

ADD the following subsections:

00756.31 Manufacturer Qualifications – Manufacturer shall have 10-year's experience in manufacture of specified products for colored concrete pavement. Submit manufacturer qualifications including a list of completed projects.

00756.32 Notification – Notification of manufacturer's authorized representative shall be given at least 1 week before start of Work.

00756.40 Weather Limitations – Comply with professional practices described in ACI 305R and ACI 306R.

00756.90 Payment - ADD the following:

Pay Item	Unit of Measurement
(c) Colored Concrete Pavement, Doweled, 8-Inch Thick	Square Yard

In item (c) steel reinforcement is incidental to bid item.

All necessary work and materials, including placement of the total thickness of the aggregate base rock, required for the construction of the colored concrete pavement in accordance with the plans and specifications shall be incidental to this bid item.

No separate or additional payment will be made for water used to obtain proper compaction and in the care of the work.

No separate or additional payment will be made for smoothness testing.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Add the following subsection:

00759.13 Specialty Concrete Materials – Provide 4' width of specialty concrete along curbs according to the following.

(a) Commercial Grade Concrete – Provide commercial grade concrete for specialty concrete according to 00440, except as follows:

- Do not add calcium chloride to mix.
- Do not use supplemental admixtures unless approved by manufacturer.
- Do not add water to the mix in the field.
- Furnish specialty concrete with maximum entrained air not exceeding 5.0 percent.

(b) Acid Wash Finish Concrete with Sil-car additive – Provide Sparkle Grain Finish SystemTM Concrete Finish; Pacific Palette Concrete Products (831.457.4566).

- Color: White
- Grit Size: 16

Add the following subsection:

00759.55 Specialty Concrete Installation:

(a) Specialty Concrete Mockup – Prior to placing specialty concrete, at a location selected by the Engineer, place and finish a six foot by six foot area. Construct mockup using processes and techniques intended for use on permanent work, including curing procedures. Include samples of control, construction, and expansion joints in sample panels. Produce mockup with the individual workers who will perform the work for the Project. Accepted mockup provides visual standard for specialty concrete work. Maintain mockup through completion of the work for use as a quality standard for finished work. Remove mockup when directed

(b) Concrete Placement – Install specialty concrete as shown, according to 00759.41 through 00759.54.

(c) Sparkle Grain Finish System or Approved - Refer to manufacturer's technical architectural specifications at <https://pacificpalette.com/images/documents/TECHNICAL-DATA-02.pdf>

00759.9 Payment - ADD the following:

Pay Item	Unit of Measurement
(a) Concrete Curb & Gutter, including incidental steel reinforcement at match lines	Lineal Feet
(p) Concrete Curb, Valley Gutter.....	Square Foot
(q) Specialty Concrete	Square Foot
(r) Extra for Coordination and Building Frontage Connections:	
_____ E Main St	Lump Sum
(s) Concrete Driveway Connections, 6-inches Thick.....	Square Foot

In item (a) steel reinforcement at match lines is incidental to bid item. Bid item includes 3" curb reveal height curb and gutter.

In item (p) steel reinforcement is incidental to bid item.

Item (r) includes all work for grading of the sidewalk, connecting to existing grades around the building façade and communication with the business owners.

All necessary work and materials, including placement of the total thickness of the aggregate base rock, required for the construction of concrete walks, concrete driveways, concrete

driveway connections, concrete parking stall and aisle, concrete roads, and concrete curbs in accordance with the plans and specifications shall be incidental to this bid item.

No separate or additional payment will be made for water used to obtain proper compaction and in the care of the work.

SECTION 00920 – SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

00920.90 Payment - ADD the following:

Payment will be payment in full for furnishing and placing all Materials, removal and salvage of existing sign posts returning to the city, installation of new signs and existing signs to new posts and light poles, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00970 – HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.90 Payment - ADD the following:

Pay Item	Unit of Measurement
(a) Illumination Appurtenances, Conduit, Junction Boxes, and Light Post Foundations.....	Lump Sum

Payment will be payment in full for furnishing and placing all Materials, including reinforcement, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for the installation of the banner poles as shown in the plans and specifications.

SECTION 01030 – RIGHT OF WAY DEVELOPMENT AND CONTROL

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.90 Payment - ADD the following:

Pay Item	Unit of Measurement
(d) Site Restoration, Native Plant Seeding, and Mulching.....	Lump Sum

Item (d) shall include all work necessary for site restoration, permanent native plant seeding and mulching of disturbed areas.

SECTION 01040 – PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.04 (b) Notice for Inspections – Replace this subsection, except for the subsection number and title, with the following:

The following are required inspections for approval.

Notify the Agency a minimum of 48 hours prior to each required inspection including the following:

1. Tree Selection Inspection: Furnish complete information to the location of all trees. Specified trees to be tagged by the Engineer in the ground at the nursery. No trees shall be dug or delivered to the site until the required inspections and approvals have been made by the Engineer.
2. Finished Grading Inspection: Immediately after placement of fills, notify Engineer for review of work for compliance with specified tolerance of grades, slopes and surface drainage and will determine if additional work is required.
3. Planting Inspection: Immediately prior to installation, place (but do not install) plant material for approval by the Engineer. Do not continue planting until approved by Engineer.
4. Installation Inspection: Inspection to be carried out by Engineer for all installation work in this Section.

01040.13 Soil Testing – Replace this subsection, except for the subsection number and title, with the following:

Soil testing is not required on this Project.

01040.14 Topsoil – Add the following after the first sentence in this subsection:
Furnish topsoil without excessive moisture that is easily workable. Topsoil with excessive moisture that is deemed unworkable will be rejected.

01040.14 (b) Imported Topsoil – Replace this subsection, except for the subsection number and title, with the following:

Furnish imported topsoil that consists of natural, friable sandy loam with at least 2% humus. Imported topsoil shall be free of rock, clay, subsoil, clods, lumps, plants, roots, sticks, weeds and weed or grass seed. Use imported topsoil at all plant beds.

01040.15 Soil Conditioners – Delete the sentence that begins “Furnish one or more...” and replace with the following:

Furnish soil conditioner specified in 01040.15 (b).

01040.17 Soil Bio-Amendments – Replace this subsection, except for the subsection number and title, with the following:

Furnish bio-amendment products or materials that are free of substances or life forms detrimental to plant life and receive approval prior to use on the Project. Furnish manufacturer or Supplier quality compliance certification according to 00165.35. Ensure that material testing methods meet the requirements of the Oregon Department of Agriculture appropriate to that material. Furnish the following soil bio-amendments:

(e) Mycorrhizal Inoculates – Commercially produced ectomycorrhizal and endomycorrhizal fungi that improve plant root absorption of Soil nutrients. Select product from the QPL under the category "Soil Bio Amendment".

01040.18 Fertilizer - Replace this subsection, except for the subsection number and title, with the following:

(a) Granular Fertilizer – Provide granular fertilizer containing fifty percent of the elements derived from organic sources with fast and slow release nitrogen using the following proportions: Nitrogen 16 percent, phosphoric acid 16 percent, soluble potash 16 percent.

(b) Planting Tablets – Provide 20-10-5 slow-release Planting Tablets.

01040.20(a) Bark Mulch – Delete the sentence that begins "Ground, shredded or broken particles..." and replace with the following:

Ground, shredded or broken particles from the hemlock tree which is free of non-bark debris, harmful bacteria, disease spores, pests and substances toxic to plant growth.

01040.23 Miscellaneous Items– Add the following:

(f) Tree Grates and Guards – Provide tree grates and guards meeting the following requirements:

- Tree Grate and Guard Manufacturer: Urban Accessories, Inc.
Phone number (877) 487-0488
- Tree Grate Model: OT Title-24
- Tree Grate Size: Rectangle (4'X8')
- Tree Guard Model: RR-55
- Tree Guard Height: 54"
- Tree Grate and Guard Color: Black
- Tree Grate and Guard Finish: Powder Coat

(k) Planters – Provide planters meeting the following requirements:

Manufacturer: Victory Stanley, Inc.

Phone number (301) 855-8300

Model: S-24

Color: Black

Finish: Powder Coat

Planter soil: Soil mix. Available as 'Flower-n-Garden' from Rexius or 'Nature's Best Planting Soil' from Lane Forest Products or approved.

Mulch: Hemlock mulch. Available as Premium Hemlock Bark Mulch from Rexius or approved equal

Planter Filter Fabric: Woven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.
Planter Drainage Layer: ¾" Drainable Round Rock

01040.43 (b) Subsoil Preparation - Delete the section and replace with the following:

01040.43 (b) Subsoil Preparation at Planting Areas - Verify that required underground utilities are available, in proper location, and ready for use. Confirm all rock base material and debris has been removed from planting areas to the minimum depth as specified unless the base rock is documented for structural purposes. Create the finished planting beds with the minimum depths per 01040.48(a). Scarify or till subsoil to an **8-inch** depth to loosen soil; grade to a finished subgrade to allow a finished prepared planting bed of specified depths; cleaned of all weeds, debris including stumps, sticks, roots and rocks or lumps larger than 1 inch. Graded and cleaned planting areas shall be inspected before topsoil is backfilled.

01040.44 Select Wetland Topsoil – Delete this section.

01040.45 Soil Amendments – Delete this section.

01040.46 Soil Bio-Amendments – Replace this subsection, except for the subsection number and title, with the following:

Apply Micorrhizal Inoculation as specified at the following rates:

1 gal. Shrubs.....(2) tablets
2-3 gal. Shrubs.....(3) tablets
5 gal. Shrubs.....(5) tablets
Trees.....(15) tablets

01040.47 Fertilizers – Replace this subsection, except for the subsection number and title, with the following:

Apply soil conditioner and fertilizers amounts on topsoil and thoroughly blend into top 8 inches of topsoil throughout the entire plant bed.

- Soil Conditioner: 3 inches of compost as specified in Section 01040.15 (b)
- Granular Fertilizer at the rate of 20 lbs. per 1000 sf.

Apply planting tablets at manufacturer high rates. Tablets to be evenly space around plants after planting pits are two-thirds filled with backfill.

01040.48(a) Method “A” (Cultivated Planting Areas) – Replace this subsection, except for the subsection number and title, with the following:

Verify that prepared subsoil and plant beds are ready to receive work. Saturate soil in tree pits with water to test drainage. Provide a minimum of 24" depth of topsoil and crown to center as per details in working drawings. Do not spread if soil or subgrade is frozen, muddy, or excessively wet. Upon approved placement of topsoil, apply the soil amendments and fertilizer, as specified, on the surface, and thoroughly blend into top 8 inches minimum of topsoil throughout all planting areas.

Rake finished grades finish grades to a tolerance of plus or minus 1 inch, with a smooth and firm condition, that is free of undulations or low areas that could create standing water. Match existing grades at the perimeter. Finish to the proposed grades shown or specified.

01040.48 (b) Method "B" (Non-Cultivated Planting Areas) – Delete this subsection.

01040.53(a) Ornamental Plant Bed Areas – Replace the second paragraph that begins with “Apply bark mulch.” with the following:

Apply bark mulch in planting areas after plant beds are made free of weeds and debris, the surface is brought to a smooth finished grade, and all planting working is complete and as shown in details. Uniformly mulch planted areas to a nominal depth of 3 inches with bark mulch. Apply bark mulch so that it presents a smooth and even appearance as approved by the Engineer (raking may be required).

Delete the fifth paragraph that begins with “Spread Rock or cinder...”

01040.55 Miscellaneous Items - Place or install miscellaneous items as follows:

(f) Tree Grates and Guards – Tree grates complete with frames, anchors, and guards, all required attachment hardware, and at least one issue of any specialty key or tool that is required to open or move the item for maintenance. Install in accordance with manufacturer’s specifications and details: <https://acrobat.adobe.com/id/urn:aaid:sc:US:6ea43feb-2df5-4d10-8416-3f91283ccf26>

(k) Planters - Confirm slab surface is acceptable to Engineer before placing any fill. Planter soil shall be thoroughly mixed to depth shown in detail with drainage layer at the bottom. See working drawings for details. Duct tape along the entire top edge of the filter fabric, to secure the filter fabric against the sides during the soil-filling process.

01040.80(g) Miscellaneous - Miscellaneous items will be measured as follows:

- Planters and planting will be measured on a per unit basis. One planter includes planter, soil, mulch, filter fabric and round rock.

01040.90(g) Miscellaneous – Add the following to the pay item list

Pay Item	Unit of Measurement
(f) Planters.....	Each
(g) Landscape Restoration.....	Lump Sum

Item (f) includes the planter, mulch, soil filter fabric and round rock.

Item (g) includes the restoration of disturbed landscape and existing irrigation areas, including restoring soil and grade, repairing any damage to irrigation and replacing plants and lawn that have been damaged or removed during construction.

01040.90 Payment - Add the following to the end of this subsection:

No separate or additional payment will be made for soil preparation and fine grading.

All necessary work and materials, including placement of the total thickness of the aggregate base rock and steel reinforcement, required for the construction of the thickened edge concrete in accordance with the plans and specifications shall be incidental to the installation of each shrub and tree bid item.

SECTION 01095 – SITE FURNISHINGS

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01095.00 Scope - This Work consists of installing site furnishings such as benches, litter receptacles, and bicycle racks.

Refer to Special Provision Section 01040 for tree grate, tree guard and planter pots.

01095.02 Delivery, Storage, and Handling – Deliver products to site in manufacturer's original, unopened containers and packaging. Upon delivery, examine packages immediately to ensure all products are complete and undamaged.

Store products in a protected, dry area in manufacturer's unopened containers and packaging.

Protect product's finish from damage during handling and installation.

01095.03 Coordination - Coordinate with site work and other appropriate sections of the specifications to maintain proper provisions of the work specified.

All site furnishings shall be laid out in the field and approved prior to installation. Make any location adjustments as directed by the Landscape Architect.

01095.04 Protection - Protect benches, litter receptacles, and bike racks prior to installation by having them remain in the manufacturer's packaging and container.

Materials

01095.10 General:

(a) Benches - Provide benches meeting the following requirements:

Manufacturer: Victory Stanley, Inc.

Phone number (301) 855-8300

Model: CR-10

Length: 6'

Color: Black

Finish: Powder Coat

Material: Ductile-Iron Casting

Mounting: Surface

(b) Litter Receptacles - Provide trash receptacles meeting the following requirements:

Manufacturer: Victory Stanley, Inc.
Phone number (301) 855-8300
Model: SD-42
Color: Black
Finish: Powder Coat
Lid: Spherical Dome
Material: Ductile-Iron Casting
Mounting: Surface

(c) Bicycle Racks - Provide bicycle racks meeting the following requirements:

Manufacturer: Radius Pipe Bending
Phone number (800) 630-7225
Model: RPB Hoop Style Round
Height: 36"
Hoop Diameter: 24"
Color: Black
Finish: Powder Coat
Mounting: Flange Mount

Construction

01095.40 General

Mounting of benches, litter receptacles, and bicycle racks - Install benches, litter receptacles, and bicycle racks in accordance with manufacturer specifications. Furnish and install all hardware, fittings, and accessories necessary for complete installation.

Measurement

01095.80 Measurement - The quantities of site furnishings will be measured on the unit basis.

Payment

01095.90 Payment - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Benches	Each
(b) Litter Receptacles	Each
(c) Bicycle Racks	Each

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 01120 – IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications modified as follows:

Add the following subsection:

01120.02 Pre-Installation Meeting - At least one week before beginning any Work, convene an on-site meeting with the Contractor's supervisory personnel, any irrigation Subcontractors' supervisory personnel, and the Engineer at a mutually agreed upon time.

Add the following subsection:

01120.03 Notices - Notify Engineer at least 48 hours before the anticipated time of the following events, to permit inspection before proceeding with construction:

1. Upon completion of the main line, with all valves installed, prior to backfilling.
2. At start and end of pressure test.
3. Prior to system performance inspection and coverage test upon completion of the entire system after plant installation.

01120.11(b) Polyvinyl Chloride Pipe and Fittings – Replace the “Main and lateral lines” line in the table with the following:

Main lines.....	Schedule 40 PVC
Lateral lines.....	Class 200 PVC

01120.11(d) (2) Low Volume Drip Tubing – Replace the first paragraph with the following:

As shown on plans and details including accessories.

01120.12 Automatic Controllers – Replace the first paragraph with the following:

Provide the following control system components:

Automatic Controller – Rain Bird ESP-LXME2
Controller Enclosure – Rain Bird LXMM

01120.17(a) Gate Valves - Replace this subsection, except for the subsection number and title, with the following:

Furnish the following gate valve components:

1. Kennedy 8057: provide as shut-off valve.
2. Nibco T-113: Provide as shown on plans and at zone valve assemblies.

01120.17 (b) Drain Valves - Replace this subsection, except for the subsection number and title, with the following:

Furnish the following drain valve components:

1. Nibco T-311-Y
2. Provide at Main Line low points.

01120.17 (c) Check Valve: Replace this subsection, except for the subsection number and title, with the following:

Furnish the following double check valve:

1. Zurn 950XL.

01120. 17(h)(2) Automatic Control Valves - Replace this subsection, except for the subsection number and title, with the following:

Furnish the following automatic control valves:

1. Hunter ICZ-101-25 Drip Control Zone Kit.
2. Automatic Control Valve Tags: Christy's ID-STD-Y1 or other permanent hang tag indicating zone number.
3. Valve sump: Provide inverted valve box extension sump as shown.

Add the following subsection:

01120.17 (i) Manual Flush Valve

Furnish the following manual flush valve at drip zone:

1. Netafim TLSOV.

01120.18 Valve Boxes and Protective Sleeves - Replace this subsection, except for the subsection number and title, with the following:

(a) Automatic Control Manual Control and Junction Boxes in Paving - Furnish the following the following valve boxes for automatic, manual control valves and master shut-off valves:

1. Christy N09-R. Valve box lid labeled 'Irrigation'. Provide double valve box and extension assembly for Automatic Control Valves, see details.

(b) Drip Flush Valves - Furnish the following valve boxes for manual drain and isolation valves:

1. Caron 6" round. Black lid.

(c) Backflow Preventer - Furnish the following valve boxes for backflow preventer:

1. Christy N36-R. Valve box lid labeled 'Irrigation'. Provide double valve box and extension assembly.

(d) Mainline Connection Under Paving - Furnish the following valve boxes for mainline connection at all mainline turns under paving:

1. Christy N09-R. Valve box lid labeled 'Irrigation'. Bolted closed.

(e) Valve Box Lid Covers:

Furnish black valve lids in plant beds.

(f) Drainage Backfill at Manual Drain Valves - For drainage backfill at manual drain valves, furnish washed $\frac{3}{4}$ " round rock surrounded with filter fabric.

01120.42 Excavation – Replace the first paragraph with the following:

Excavate trenches no wider than necessary to lay the pipe or install the equipment. Provide 3 inch sand bedding below all main and lateral line piping.

01120.43 Piping – Replace the first paragraph with the following:

Backfill all pipe between the top of the pipe and the finished grade according to 01120.49. Provide minimum cover over top of underground piping according to the following:

1. Irrigation Main Piping: Minimum depth of 24 inches below finished grade to top of pipe.
2. Lateral Piping: Minimum depth of 18 inches below finished grade to top of pipe.
3. Sleeves: Minimum depth of 24 inches below finished grade to top of pipe.

Where possible, place mains and laterals or section piping in the same trench. Separate all pipes by at least 2 inches.

Add the following subsection:

01120.47(j) Coverage Test – Perform coverage test of plant bed areas after plant material has been installed.

01120.49 Backfill - Delete the paragraph that begins "Pipe bedding material...".

Add the following subsections:

01120.70(a) As-Built Plans – Provide as built plans that indicate actual locations of installed irrigation piping and components. Provide drawings that indicate location with two dimensions for all valves, stubouts and mainline Ts, Ls and ends. Dimension mainline pipes and wire runs at the beginning, mid-point, and end of each curve, or at each change of direction, or at 25' intervals along the curve if longer than 50'. Update drawings daily. Submit to Engineer for approval.

01120.70(b) Extra Materials – Furnish the following extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- a. (4) bubblers of each type and size.
- b. (4) Nozzles of each type and size.
- c. (2) Valve keys for manual valves.
- d. (2) Valve Box keys.
- e. (2) Wrenches for each type of head core and for removing and installing each type of head.
- f. Dripline Tubing: 250 feet.
- g. (20) Drip Tubing Stakes.
- h. (10) Drip tubing fitting of each type and size.
- i. (8) emitters of each type and size.

01120.70(c) Zoning Chart – Show each irrigation zone and its control valve.

01120.70(d) Controller Timing Schedule – Provide schedule indicating length of time each valve is required to be open to provide a determined amount of water for 3 seasons. Provide scheduled run times for differing water requirements of lawns, shrubs and different solar orientations.

01120.70(e) Operation and Maintenance Data – Provide instructions for operation and maintenance of system and controls, seasonal activation and shutdown, and manufacturer's parts catalog.

SECTION 01150 – POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

01150.90 Payment – ADD the following:

Pay Item	Unit of Measurement
(a) ____ Inch ____ Valve.....	Each
(h) Drinking Fountain, _____.	Each

Item (a) includes the installation of a concrete collar for no separate or additional payment.

In item (h), the type and model of drinking fountain will be inserted in the blank.

Item (h) shall include all work and materials necessary for the installation of the drinking fountain in accordance with the plans and specifications.

SECTION 700 – GEOTECHNICAL REPORTS

- **710 – CORING RESULTS**
- **720 – PAVEMENT ANALYSIS AND DESIGN MEMORANDUM**

SECTION 710
CORING RESULTS



Lane County Materials Testing Lab

Lane County Department of Public Works

3040 N. Delta Hwy, Eugene, OR 97408 (541) 682-6945

Sample #: 24-XXX-L

Project #: 36 0586791

PROJECT: Main St Improvements

CONTRACTOR: N/A

LOCATION: Main St (S. 8th St to River Rd)

MATERIAL TYPE: AC CORES / AGG / SOIL

SAMPLED: DATE: 8/20/2024

TIME: AM/PM

BY: JS/MJ/SS/ME/SW

SOURCE:

ON SITE

Field Coring Results

Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
1	Main St & S. 8th St (SE quadrant)	16' south	6"	*3"	2" - 4" river rock	Delam: @ 2 1/2"	*2" open graded base rock
					w/ trace clay/silt	Crack: ---	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
2	726 E. Main St	10' north	7"	3"	2" - 3" river rock	Delam: ---	*2" open graded base rock
					w/ trace clay/silt	Crack: top 1"	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
3	637 E. Main St	8' south	9"	3"	Brown Silty Clay	Delam: @ 2 1/2"	*1 1/2" open graded base rock
						Crack: all through	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
4	616 E. Main St	3.5' north	7 1/2"	6"	Brown Silty Clay	Delam: @ 1" & 2 1/2"	*2" open graded base rock
						Crack: top 2 1/2"	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
5	533 E. Main St	8.5' south	7"	4 1/2"	2" - 4" river rock	Delam: @ 2 1/2"	*2" open graded base rock
					w/ trace clay/silt	Crack: all through	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
6	524 E. Main St	10' north	8"	2"	2" - 4" river rock	Delam: @ 2 1/2"	*2" open graded base rock
					w/ trace clay/silt	Crack: all through	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
7	435 E. Main St	14' south	6 1/2"	6"	Brown Silty Clay	Delam: @ 2 1/2"	*2" open graded base rock
						Crack: top 2 1/2"	
Core	Location	Off-set	AC/Macadam	Base	Subgrade	Comments	Remarks
8	400 E. Main St	9.5' north	9"	*6"	**Gravel w/	Delam: @ 1" & 2 1/2"	*2" open graded base rock; **grades to brown silty clay
					sand and silt	Crack: top 5"	

SECTION 720
PAVEMENT ANALYSIS AND DESIGN MEMORANDUM



Lane County Public Works Department
Engineering & Construction Services

MEMORANDUM

Date: October 4, 2024
Project: Main St Reconstruction 8th St to River Rd
Lane County Project No. 360586791

Location: Main St from 8th St to River Rd in Cottage Grove, Oregon
Subject: Pavement Analysis and Design

Prepared by:

**STROBEL
Joseph E**

Digitally signed by STROBEL Joseph E
DN: dc=net, dc=lc100, ou=OU-Users,
ou=PW, cn=STROBEL Joseph E
Date: 2024.10.04 12:32:26 -07'00'

Joe Strobel, P.E. Materials Lab Supervisor

Reviewed by:

**TEMPLIN
Steve C**

Digitally signed by TEMPLIN
Steve C
Date: 2024.10.04 12:17:17
-07'00'

Steve Templin, P.E., Construction Services Program Manager

Introduction

Lane County's Engineering and Construction Services Division (Public Works) was requested by the City of Cottage Grove via Branch Engineering, Inc. to perform a pavement investigation and provide a pavement design recommendation for Main St. The purpose of this memo is to present and analyze the existing Asphalt Concrete Pavement (ACP) and provide two appropriate pavement preservation design options for the subject project.

Main St is an urban local road in the City of Cottage Grove that generally has an east-west alignment, extending from interstate freeway I-5 in the east to Cemetery Rd in the west. The project section of Main St that was analyzed is located in historic downtown Cottage Grove, and is approximately 45 feet wide that includes an eastbound lane and a westbound lane. The roadway also includes parking bays and curb and gutter structure on the north and south side of Main St. Longitudinal and lateral cracking can be observed in the travel lanes.

Main St serves local traffic to connect travelers to interstate I-5 and Oregon Route 99. Traffic counts were completed on 08/15/2024 by Branch Engineering, Inc. and show an annual ADT of approximately 4375 with 12 percent of the recorded volumes pertaining to heavy truck traffic including both City and School buses. Based on this traffic count data, assuming a 2.00 percent ADT growth rate, 1,258,000 total 18-kip Equivalent Single Axle Load (ESAL) Applications are expected during the 20-year design life of the pavement structure

Project Site Information



Lane County Public Works Department Engineering & Construction Services

The existing roadway structure was determined through field explorations that was performed by Lane County Engineering and Construction Services staff (Materials Lab). The roadway wearing course generally consists of a 7.5 inch layer of asphalt structure over 4 inches of crushed base aggregate. The asphalt structure was found to be comprised of newer layers of asphalt concrete pavement (ACP) over older Macadam pavement with the overall asphalt structure being constructed on 2-inch open-graded, crushed rock base material. The underlying subgrade varied between brown silty clay to lightly cemented river cobbles (3 to 4 inch diameter particles).

Of the locations that were explored on the roadway, cracking of the asphalt structure was found to extend 1-inch down from the top of pavement up to full depth cracking. The top 2.5 inches of pavement were found to be delaminated for the majority of the sites that were explored.

Lane County traditionally uses a Level 3 ACP mixture. Level 3 ACP is recommended for expected EASLs from 1 million to 3 million on urban highways and 1 million to 10 million EASLs for rural highways over a 20-year design life. Although Main St is not considered a highway, the expected amount of ESAL's exceeds 1 million over a 20-year design period. Lane County recommends the use of Level 3 ACP mix for this project with the hope of increasing the durability of the pavement.

Asphalt Pavement Design Analysis

Evaluation of the structural needs for this road was determined using the *"AASHTO Guide for Design of Pavement Structures - 1993."* The City of Springfield's Engineering Design Standards Manual (EDSM) code (Chapter 1) was referenced for flexible pavement design parameter inputs, specifically section 1.02.7.1 Flexible Pavement Design. Minimum, if not greater, acceptable values for Reliability (R%), Overall Standard Deviation (S_0), and Design Serviceability Loss (ΔPSI) as listed in Table 1-2 of the EDSM were used for the pavement analysis. A design life of 20 years was used in the analysis.

Concerning the structural layer coefficients (a_1 , a_2 , a_3) used for the pavement analysis, a range of published values pertaining to asphalt concrete pavement and base aggregate were assumed to replicate differing pavement structure scenarios. Maximum values for the structural layer coefficients as listed in Table 1-3 of the EDSM were not exceeded.

Acceptable values for drainage coefficients (m_2 , m_3) as listed in Table 1-3 of the EDSM as well as other published values for these coefficients were utilized for the pavement analysis.

Different roadway reconstruction options were considered due to the City of Cottage Grove's intention to also reconstruct the existing sidewalk and curb and gutter structure within the project limits as part of the project scope. To provide the necessary pavement structure for a 20-year design period, it is recommended that this roadway is brought up to more current standards by reconstructing with $\frac{3}{4}$ " – 0 base aggregate that is overlayed with new ACP base and wearing courses.



Lane County Public Works Department Engineering & Construction Services

Portland Cement Concrete Pavement Design Analysis

Concrete pavement designs were also explored to provide an alternative option. Concrete pavement is a great option to consider when traffic can be accommodated around the work areas for enough time to allow the forming, pouring, and curing process to take place.

Again, the evaluation of the structural needs for this road was determined using the “*AASHTO Guide for Design of Pavement Structures – 1993*.” The City of Springfield’s Engineering Design Standards Manual (EDSM) - Chapter 1 section 1.02.7.2 was referenced for rigid pavement design.

The design parameters assume a plain (non-reinforced) concrete pavement as specified in ODOT’s Standard Specifications for Construction section 00756 including use of Class 4000 -1½” paving concrete as described in section 02001. The design also assumes the use dowels at joints and the curb and gutter tied to the main slab using rebar. The design thickness of the concrete per the AASHTO design guide is 7.5-inches. The guide recommends 8-inches minimum PCC thickness.

A minimum thickness of 8-inches of doweled and jointed PCC per 00756 on 6-inches of aggregate base per Section 00641 of the standards are suggested for this classification. Subgrade fabric per 00350 should be placed between the subgrade and the aggregate base.

Pavement Design Recommendation

ACP Option

Remove existing ACP and Macadam pavement in the travel lanes and parking bays along the entire project length per Standard Specification section 00620 of the 2024 Oregon Standard Specifications for Construction. Removal of entire existing pavement structure may extend down to 9 inches or more below the top of roadway surface. Remove an additional 5 inches of existing subgrade for a total depth of excavation equal to 20 inches.

Construct 12-inch aggregate base section in multiple lifts using ¾” - 0 crushed rock per Standard Specification section 00641.

Construct a total of 8-inches of Level 3 ½” Dense ACP over the Aggregate base section as follows:

- Construct a 4-inch base course
- Construct a 2-inch second base course
- Construct a 2-inch wearing course

Concrete Pavement Option



Lane County Public Works Department Engineering & Construction Services

A minimum thickness of 8-inches of doweled and jointed PCC per 00756 on 6-inches of aggregate base per Section 00641 of the standards are suggested for this classification.

Subgrade Fabric and Compaction

Subgrade fabric per 00350 should be placed between the a firm and unyielding subgrade and the aggregate base. If the subgrade does not pass proof roll tests prior to placement of fabric, subgrade stabilization per 00331 may be required to ensure a firm and unyielding subgrade.

Traffic Control and Staging

ACP construction should be staged so that traffic can be routed on bases courses until most/all construction is complete. The wearing course and striping can be placed late in the project to avoid damaging the surface during construction activities.

PCC construction must cured properly and must not be exposed to any traffic until it reaches 70% of the 28-day design strength (2,800psi).

SECTION 800 – PERMIT INFORMATION

- **810 – ODOT PREQUALIFICATION APPLICATION**

SECTION 810
ODOT PREQUALIFICATION APPLICATION

INSTRUCTIONS FOR COMPLETING THE OREGON DEPARTMENT OF TRANSPORTATION PRIME CONTRACTOR PREQUALIFICATION APPLICATION

To be eligible to bid, an application must be **completed in its entirety and received at least 10 calendar days** before the bid opening in which the applicant wishes to participate (per OAR 731-007-0530(9)). Allow 30 days for processing. Forms and instructions are available online at:

https://www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

☐ **Before moving on to the application, please print the instruction page and use when filling out your application to ensure accurate completion.**

GENERAL INFORMATION

- **All pages and sections must be completed and correct.** If not, the application will be returned to the applicant for correction.
- **Do not use correction fluid or correction tape.**
- If accepted, an approval letter will be sent.
- **Submit the correct form. Outdated forms or pages will not be accepted. Go to the Construction website to find the CURRENT form (link above).**
- **Send scanned original notarized and signed application.** Signatures preferred in blue ink.
- Prequalification is required for **prime contractors**. Subcontractors/suppliers do not need to prequalify.
- To make changes to an application, see website for instructions (link above).
- **If a section does not apply, enter "N/A."**

Page 1

- Enter today's date. ODOT will notify you of your expiration date in your prequalification approval letter.
- Application of:** Enter the **legal name** under which you wish to bid **as it appears on your federal form W-9** (Request for Taxpayer Identification Number and Certification). An assumed business name (complete **Section 6**) is not a legal name; however, it can be used in conjunction with a legal name when prefaced by "dba." A separate Prequalification Application is required for each separate legal entity.
- Mark your business structure.
- If application is for a joint venture, mark the appropriate box. Contact ODOT (contact information on the bottom right side of page) for additional information.
- Mark the purpose(s) of your application and the first anticipated bid opening date, if known.
- Provide your physical address for courier use (**no P.O. Boxes**). Provide your mailing address, phone, fax number, business email address and a contact person. **Provide contact information for person completing application. Also, provide contact information for the name to appear on Planholders list.**

Pages 2-6

Sections 1, 2, 3, 4, 5 and 6, fill out as applicable, Business Structure: If you have an assumed business name you must complete **Section 6**. If you make a change in officers during the year, you must submit an addendum change form to ODOT. See our website for instructions on how to make changes (link above).Page 8

Include a current dated W-9 with your application.

Page 9

Section 9, Supplemental Questions:

Mark all questions as they apply to the company AND to its owners, officers, partners and principal individuals.

Page 10

Section 10, Classes of Work: Check beside each class of work for which you have demonstrated the experience in and those you wish to add. This experience may be your own work force or through project management of subcontractors. List all other states where you are currently qualified or have been qualified in the last three (3) years. You may list "OTHER" (OTH1) classes of work; however, ODOT does not normally solicit bids under this class. This class of work is typically used by local agencies (cities, counties, etc.) A detailed list of Bid Items for each work class can be found at the following link:

https://www.oregon.gov/ODOT/Business/Documents/2018_Bid_Item_List.xlsx

**REFERENCES for Class(es) of Work:

A new applicant prequalifying, a prequalified applicant who wishes to add a new class or classes of work in which they have not been previously prequalified, or company's prequalification has lapsed for longer than 6 months, must provide at least three (3) references for each new Class of Work. Reference instructions and forms can be found at the link at the top of the page.

Page 11

Section 11 & 12: List years of experience and experience of owners, officers, partners, and other key individuals in organization.

Section 13: Space to provide additional information.

Page 12

Section 14, Affidavit: Signature must be of an individual who is authorized to execute bids and/or contracts. **The affidavit must be notarized.**

Email Application and W-9 to:

odotprocurementofficeconstruction@odot.oregon.gov

Or Mail Application and W-9 to:

Oregon Department of Transportation
Construction Contracts Unit MS#33
355 Capitol St. NE
Salem, OR 97301

Questions? Call 503-986-2710



OREGON DEPARTMENT OF TRANSPORTATION
PRIME CONTRACTOR
PREQUALIFICATION APPLICATION

Submit application to:

Oregon Department of Transportation

ODOT Procurement Office – Construction Contracts Unit, MS#33

355 Capital St. NE

Salem, OR 97301

Phone: 503-986-2710

Website: www.oregon.gov/odot/business/procurement/pages/index.aspx

Email: odotprocurementofficeconstruction@odot.oregon.gov

A. Date: _____ **Expiration Date:** _____
Enter today's date (To be completed by ODOT)

B. Application of: _____
Legal Business Name (as shown on your federal form W-9)

Assumed Business Name(s) (Complete Section 6)

List previous business names of
your organization: _____

C. Business Structure (Check one):

- ☐ Oregon Corporation
☐ Foreign Corporation
☐ Limited Liability Company (LLC)
☐ Limited Liability Partnership (LLP)
☐ Limited Partnership (LP)
☐ General Partnership
☐ Individual Sole Proprietorship

D. ☐ Joint Venture

E. Purpose of Application (Check all that apply):

ODOT Projects

1st anticipated bid opening date _____

☐ **Local Government Projects**

1st anticipated bid opening date _____

☐ **Other Government Projects**

1st anticipated bid opening date _____

F. Address:

Physical address, city, state, zip (No P.O. Boxes)			
Mailing address, city, state, zip			
Phone		Fax	

PERSON COMPLETING APPLICATION:

Name		Phone	
Email		Fax	

PERSON TO APPEAR ON PLANHOLDERS LIST (attach additional sheets if necessary):

Name		Phone	
Email		Fax	

To be completed by ODOT:

RECEIPT DATE #1	RECEIPT DATE #2	RECEIPT DATE #3	RECEIPT DATE #4
SOS _____ / CCB _____ / CCB _____ / BOLI _____ / SAM _____			
APPROVAL/LAST RECPT DATE / INIT _____			
REVIEW DATE / INIT _____			
ELIGIBILITY DATE _____			
VENDOR NO. _____			
DATA ENTRY DATE / INIT _____			

BUSINESS STRUCTURE: Complete section 1, 2, 3, 4, or 5 as applies

1 If an Oregon corporation, complete this section		<input type="checkbox"/> NA
Date Corporation was registered with Secretary of State _____		
President _____		Secretary _____
1st Vice President _____		Treasurer _____
<u>CONTRACT EXECUTION - List of Authorized Personnel</u>		
A) President and Secretary (Both President and the Secretary of the corporation are required to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws, resolutions, or minutes state otherwise and are attached to this prequalification.) <i>Signatures are preferred in blue ink.</i>		
Printed name of President _____	Signature _____	
Printed name of Secretary _____	Signature _____	
B) Are other officers besides the President and Secretary of your company authorized to execute contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list below and attach certified, true and correct copy of corporate bylaws, resolutions, or minutes stating that authority.		
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	
C) Are any of the officers (listed above in A & B) authorized to sign and execute contracts and bonds on behalf of the company without the signature of others? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, YOU <u>MUST</u> ATTACH CORPORATE BYLAWS, RESOLUTIONS, OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION.		
<u>BID EXECUTION - List of Authorized Personnel</u>		
Signatures of all individuals (INCLUDING ANY OFFICERS LISTED ABOVE) authorized to execute Bids on behalf of the company shall be listed in this section, <u>including any officers listed above</u> and those individuals with a digital ID used for submitting an electronic bid through BidExpress®. <i>Signatures are preferred in blue ink</i>		
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	
Printed name and title _____	Signature _____	

(Additional documentation may be required by the public contracting agency)

2 If a foreign (out of state) corporation, complete this section☐ NA

When incorporated _____

President _____ Secretary _____

1st Vice President _____ Treasurer _____

CONTRACT EXECUTION - List of Authorized Personnel

A) President and Secretary (**Both** President **and** the Secretary of the corporation are **required** to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws, resolutions, or minutes state otherwise and **are attached to this prequalification.**) *Signatures are preferred in blue ink*

Printed name of President _____ Signature _____

Printed name of Secretary _____ Signature _____

B) Are other officers besides the President and Secretary of your company authorized to execute contracts?
☐ Yes ☐ No **If yes, list below and attach certified, true and correct copy of corporate bylaws, resolutions, or minutes stating that authority.**

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

C) Are any of the officers (listed above in A and B) authorized to sign and execute contracts and bonds on **behalf of the company without the signature of others?** ☐ Yes ☐ No

IF YES, YOU MUST ATTACH CORPORATE BYLAWS, RESOLUTIONS, OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION.

BID EXECUTION - List of Authorized Personnel

Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with a digital ID used for submitting an electronic bid through BidExpress® *Signatures are preferred in blue ink*

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Printed name and title _____ Signature _____

Name and address of registered agent in Oregon:

Date of authorization by Oregon Secretary of State to transact business in Oregon:

Has applicant filed with Oregon Department of Revenue (DOR) forms required by ORS 279A.120? ☐ Yes ☐ No

Sec. of State

Phone: 503-986-2200

Website: www.filinginoregon.com

Department of Revenue

Phone: 503-378-4988

Website:

www.oregon.gov/dor/pages/index.aspx

3 If a limited liability company, limited liability partnership or a limited partnership
complete this section ☐ NA

Check One: ☐ Limited liability company ☐ Limited liability partnership ☐ Limited partnership

Have you registered with the Oregon Secretary of
State, Corporation Division, Business Registry?
☐ Yes ☐ No

Name and address of organizer:

**SUBMIT ARTICLES OF ORGANIZATION AND OPERATING AGREEMENTS THAT INDICATE THE
AUTHORITY TO SIGN CONTRACTS AND BONDS.** If the Contractor is an LLP, or LP, an authorized
representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond. **If
any representative is authorized to execute contracts without the signature of others, this must be stated
in the Articles of Organization and Operating Agreements.**

Printed names, titles and signatures (*Signatures are preferred in blue ink*) of personnel authorized to **EXECUTE
CONTRACTS**:

Printed name and title

Signature

Printed name and title

Signature

Are other representatives besides those listed above able to execute contracts? ☐ Yes ☐ No
If yes, submit names, titles and signatures separately.

Printed names, titles and signatures of personnel authorized to **EXECUTE BIDS**
Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on
behalf of the company shall be listed in this section, including any listed above and those individuals with a digital
ID used for submitting an electronic bid through BidExpress®. *Signatures are preferred in blue ink.*

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

Printed name and title

Signature

4 If a general partnership, complete this section☐ NA

Date of Organization _____

If a foreign (out of state) co-partnership or persons engaging in business in the state under an assumed name, but not domiciled within this state, is the partnership or business organization registered as required in compliance with ORS 648 et. seq? ☐ Yes ☐ No ☐ N/A

Names and addresses of partners:

If the Contractor is a partnership or limited liability partnership, an authorized representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached. **If only one partner is signing, then bylaws or minutes must include the authority to sign without the signature of others.**

Printed names, titles and signatures of partners authorized to **EXECUTE CONTRACTS**. *Signatures are preferred in blue ink.*

Printed name of partner	Signature
-------------------------	-----------

Printed name of partner	Signature
-------------------------	-----------

Bylaws or Minutes Submitted: (Check one) ☐ Yes ☐ No (Only submit if signatures differ from above)

Printed names, titles and signatures of personnel authorized to **EXECUTE BIDS**

Signatures of all individuals **(INCLUDING ANY OFFICERS LISTED ABOVE)** authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital ID used for submitting an electronic bid through BidExpress®. *Signatures are preferred in blue ink.*

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

Printed name and title	Signature
------------------------	-----------

(Additional documentation may be required by the public contracting agency)

5 If doing business as a sole proprietorship, complete this section☐ NA

Name of individual liable for all obligations of the business: _____

If applicant is a sole proprietor using an assumed business name, please list name below: _____

Secretary of State registration date: _____ Expiration date: _____

Printed name and title _____

Signature _____

(Additional documentation may be required by the public contracting agency)

6 If doing business under an assumed business name, complete this section☐ NA

Assumed business name: _____

Owner's name and address: _____

Oregon Secretary of State Corporation Division's Registration
Number: (<https://sos.oregon.gov/business/pages/default.aspx>)Renewal
Date: _____

Assumed business name: _____

Owner's name and address: _____

Oregon Secretary of State Corporation Division's Registration
Number: (<https://sos.oregon.gov/business/pages/default.aspx>)Renewal
Date: _____**If you have additional assumed business names, attach a sheet with business information.**

7 OWNERSHIP AND CONTROL (A, B, and C)

- A) Are there any parent companies, corporations, or individuals with at least 10% ownership interest in applicant's firm? ☐ Yes ☐ No If yes, please list below in space provided

--

- B) Are there any subsidiary companies or corporations owned or controlled by the applicant doing business in Oregon under another name? For the purposes of this information, the applicant includes the applicant's officers, directors, or partners, or other entity in which the applicant is an officer, director, or partner.
☐ Yes ☐ No If yes, please list below in space provided

--

- C) Are there any other personnel in applicant's organization who have a financial interest in or serve as officers or partners in another firm prequalified to bid in this or another state?
☐ Yes ☐ No If yes, please list below in space provided.

Individual's Name	Present Position or Office	Other Firm or Firms	Position in Other Firm(s)	State of Other Firm(s)

8 LICENSES AND REGISTRATIONS

Oregon Secretary of State Corporation Division – Active Business Registry No.:

<https://sos.oregon.gov/business/pages/default.aspx>

Phone: 503-986-2200

Required for Legal Business Name, Assumed Business Name (page 1, Section B), Corporations, LLCs, LLPs, and LPs. Required prior to contract execution.

Oregon Construction Contractors Board No.:

www.oregon.gov/CCB/Pages/Index.aspx

Phone: 503-378-4621

Required prior to bid opening for state-funded projects or prior to contract execution for federally-funded projects (not required for Aggregate Production or Landscaping work categories).

W-9 Taxpayer Identification Number:

Submit a current dated W-9 with application.

Required with all Applications.

Oregon Business Landscape Contractors License No. and company name:

**Individual Landscape Contractor License No.
and name:**

www.oregon.gov/LCB/pages/index.aspx

Phone: 503-967-6291

Oregon Electrical Contractor License No. and company name:

Supervisor's License No. and name :

www.oregon.gov/BCD/pages/index.aspx

Building Codes Division phone: 503-378-4133

Oregon Plumbing Business License No. and company name:

Journeyman's License No. and name:

Oregon Boiler/Pressure Vessel Business

License No. and company name:

www.oregon.gov/BCD/pages/index.aspx

Building Codes Division phone: 503-378-4133

Other License No. and name or type:

9 **SUPPLEMENTAL QUESTIONS**

- A) Within the last five years has the applicant, or any parent, subsidiary or affiliate, been denied prequalification or had prequalification suspended or revoked by any state, local or federal agency in this or any other state?
☐ Yes ☐ No **If yes, please attach an explanation.**
- B) Within the last five years has the applicant, or any parent, subsidiary or affiliate, been debarred from bidding on contracts by any state, local or federal agency in this or any other state under any state or federal law?
☐ Yes ☐ No **If yes, please attach an explanation.**
- C) Has any officer or partner of the applicant, or of any parent, subsidiary or affiliate, ever applied for prequalification with ODOT under a different name?
☐ Yes ☐ No **If yes, please attach an explanation.**
- D) Within the last five years has the applicant, or any parent, subsidiary or affiliate, failed to complete a state, local or federal public improvement (works) contract?
☐ Yes ☐ No **If yes, please attach an explanation.**
- E) Within the last five years has any officer or partner of the applicant, or of any parent, subsidiary or affiliate, been found in breach of a local, state or federal contract?
☐ Yes ☐ No **If yes, please attach an explanation.**
- F) Within the last five years has the applicant, or any officer, partner, agent or employee of applicant, or any parent, subsidiary or affiliate, been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 et. seq.), or any provision requiring prompt payment to subcontractors, in any Final Order of the Oregon Bureau of Labor and Industries or the United States Department of Labor, by any other state or federal agency, or by any court of competent jurisdiction?
☐ Yes ☐ No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (a) the circumstances behind any violation, including the amount(s) not paid
- (b) whether the amount(s) have now been paid
- (c) the reasons for the violation
- (d) all efforts undertaken to ensure that future violations will not occur

- G) Within the last five years has the applicant, or any officer, partner, agent or employee of applicant been found to have violated any state or federal environmental statute or regulation (including but not limited to Environmental Protection Agency, Department of Environmental Quality, US Fish and Wildlife Service, Department of Fish and Wildlife, US Army Corps of Engineers, Division of State Lands, Department of Agriculture or Department of Interior), or any permit issued by one of these agencies, in any agency Final Order or by any court of competent jurisdiction?

☐ Yes ☐ No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (a) the circumstances behind any violation, including the amount(s) not paid
- (b) whether the amount(s) have now been paid
- (c) the reasons for the violation
- (d) all efforts undertaken to ensure that future violations will not occur

Comments:

10 CLASSES OF WORK

Fill in the classes of work on which you wish to be pre-qualified to bid. Classes of work include, but are not limited to, work listed in parentheses. A more detailed listing of bid items can be found at:

https://www.oregon.gov/ODOT/Business/Documents/2018_Bid_Item_List.xlsx

For Each Class of Work:

An applicant who wishes to add a new class or classes of work in which they have not been previously prequalified must provide at least three references for each new work class. Reference instructions and forms can be found at:

https://www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

List all other states where applicant is currently qualified to perform work or has been qualified within the last three (3) years.

Class of Work	States qualified within the last (3) years
<input type="checkbox"/> (AB) Aggregate Bases	
<input type="checkbox"/> (AC) Rock Production (Aggregate Crushing, Sanding Rock)	
<input type="checkbox"/> (ACP) Asphalt Concrete Paving and Oiling (Paving, Chip Sealing, Crack Sealing, Slurry Sealing, Fog Sealing)	
<input type="checkbox"/> (BLD1) Buildings (Toilets, Bathhouses, Maintenance, Sand Sheds)	
<input type="checkbox"/> (EART) Earthwork and Drainage (Clearing, Earthwork, Blasting, Riprap, Culverts, Manholes, Inlets, Storm Sewers, Sanitary Systems)	
<input type="checkbox"/> (ELEC) Electrical (Traffic Signals, Illumination, Ramp Meters, Roadway Weather Information Systems (RWIS), Variable Message Signs (VMS), Traffic Cameras)	
<input type="checkbox"/> (LS) Landscaping (Roadside Seeding, Lawns, Shrubs, Trees, Irrigation Systems, Topsoil, Temporary and Permanent Erosion Control)	
<input type="checkbox"/> (MHA) Miscellaneous Highway Appurtenances (Guardrail, Barrier, Curbs, Walks, Fences, Protective Screening, Impact Attenuators, Cold Plane Pavement Removal, Rumble Strips)	
<input type="checkbox"/> (PAI1) Painting (Bridges and Buildings)	
<input type="checkbox"/> (PAVE) Pavement Markings (Permanent - Painted, Durable, Markers, Delineators)	
<input type="checkbox"/> (PCP) Portland Cement Concrete Paving	
<input type="checkbox"/> (REIN) Bridges and Structures (Concrete, Steel, and Timber Bridges; Retaining Walls and Sound walls; Seismic Retrofit; Box Culverts; Structural Plate Pipe, and Pipe Arches)	
<input type="checkbox"/> (SIGN) Signing (Permanent)	
<input type="checkbox"/> (TTC) Temporary Traffic Control (All Temporary Traffic Control Items Including Flaggers and Pilot Cars)	
<input type="checkbox"/> (OTH1) Other (List specific class)	

You may list "OTHER" (OTH1) classes of work; however, ODOT does not normally solicit bids under this class. This class of work is typically used by Local Agencies (Cities, Counties, etc.)

11 EXPERIENCE

A. How many years has applicant been in business under present name?

As a prime contractor? _____

As a subcontractor? _____

B. How many years' experience in construction work has applicant had?

As a prime contractor? _____

As a subcontractor? _____

12 EXPERIENCE – Continued

What is the construction experience of all owners, officers, partners and principal individuals in applicant's organization?

(Attach additional sheets, if needed)

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work

13 GENERAL REMARKS

Use the following space for general remarks and explanations pertaining to the foregoing prequalification statements. Explain here any claimed experience of a business organization or entity other than the applicant or principals, including that of any business entity which was a predecessor of applicant or which has been acquired by applicant.

14 AFFIDAVIT

STATE OF _____)

County of _____) **ss.**

I, _____ being first sworn, state that I am

_____ of the applicant herein and that the statements made in
(Title of individual authorized to execute bids and/or contracts) this application are true and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of prequalification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a bid, applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening, and it is understood that such notice may change the eligibility of applicant to submit the bid.

(Original Signature of Individual Authorized to Execute Bids and/or Contracts)

Subscribed and sworn to before me
this _____ day of _____, Year _____

*Notary Seal
or
Stamp*

Original Notary Public Signature

My commission expires _____

Section 900

CONSTRUCTION DRAWINGS

DRAWINGS DATED: November 8th, 2024

- C0.0 – Cover Sheet**
- C0.1 – General Construction Notes**
- C0.2 – Street Sections**
- C1.0 – Existing Conditions and Demo. Plan
Main St. STA. 5+70 to 10+50 and 5th St.**
- C1.1 – Existing Conditions and Demo Plan
Main St. STA. 10+50 to 15+50 and 6th St. and 7th St.**
- C1.2 – Existing Conditions and Demo Plan
Main St. STA. 15+50 to 20+00 and 8th St.**
- C2.0 – Main Water Line Plan and Profile
STA. 0+00 to 4+40**
- C2.1 – Main Water Line Plan and Profile
STA. 4+40 to 9+10**
- C2.2 – Main Water Line Plan and Profile
STA. 9+10 to 13+80**
- C2.3 – 5TH Water Line Plan and Profile**
- C2.4 – 6TH Water Line Plan and Profile**
- C2.5 – 7TH Water Line Plan and Profile**
- C2.6 – 8TH Water Line Plan and Profile**
- C3.0 – Main Street Stormwater Plan and Profile
STA. 5+80 to 10+50**
- C3.1 – Main Street Stormwater Plan and Profile
STA. 10+50 to 15+20**
- C3.2 – Main Street & Stormwater Plan and Profile
STA.15+20 to 19+80**
- C3.3 – 5th Street & Stormwater Plan and Profile**
- C3.4 – 6th Street & Stormwater Plan and Profile**
- C3.5 – 7th Street & Stormwater Plan and Profile**
- C3.6 – 8th Street & Stormwater Plan and Profile**
- C4.0 – E Main Street West of 5th St. Sidewalk Detail 1
Main St. STA. 5+85 to 6+80**
- C4.1 – E Main St. West of 5th St. Sidewalk Detail 2
Main St. STA. 6+80 to 7+80**
- C4.2 – E Main St. West of 5th St. Sidewalk Detail 3
Main St. STA. 7+80 to 8+70**
- C4.3 – E Main St. West of 5th St. Sidewalk Detail 4
Main St. STA. 8+70 to 9+40**
- C4.4 – ADA Ramp Details North Main St. & 5th St.**

- C4.5 – ADA Ramp Details South Main St. & 5th St.**
- C4.6 – E Main St. between 5th St. & 6th St. Sidewalk Detail 5
Main St. STA. 10+60 to 11+40**
- C4.7 – E Main St. between 5th St. & 6th St. Sidewalk Detail 6
Main St. STA. 11+40 to 11+94**
- C4.8 – ADA Ramp Details North Main St. & 6th St.**
- C4.9 – ADA Ramp Details South Main St. & 6th St.**
- C4.10 – E Main St. between 6th St. & 7th St. Sidewalk Detail 7
Main St. STA. 13+07 to 13+75**
- C4.11 – E Main St. between 6th St. & 7th St. Sidewalk Detail 8
Main St. STA. 13+75 to 14+40**
- C4.12 – West Side of N. 7th St. and Main St. ADA Ramp Details**
- C4.13 – West Side of S. 7th St. and Main St. ADA Ramp Details**
- C4.14 – East Side of S. 7th St. and Main St. ADA Ramp Details**
- C4.15 – East Side of N. 7th St. and Main St. ADA Ramp Details**
- C4.16 – E Main St. between 8th St. & 9th St. Sidewalk Detail 9
Main St. STA. 15+58 to 16+30**
- C4.17 – E Main St. between 7th St. & 8th St. Sidewalk Detail 10
Main St. STA. 16+30 to 16+97**
- C4.18 – ADA Ramp Details Main St. and 8th St. Northwest and Northeast**
- C4.19 – ADA Ramp Details Main St. & 8th St. Southwest and Southeast**
- C4.20 – E Main St. between 8th St. & HWY 99 Sidewalk Detail 11
Main St. STA. 18+05 to 19+05**
- C4.21 – Main Street Paving Alternates**
- C5.0 – Water Details**
- C5.1 – Stormwater Details**
- C5.2 – Stormwater Details**
- C5.3 – Stormwater Details**
- C5.4 – Street Details**
- C5.5 – Street Details**
- C5.6 – Street Details**
- C5.7 – Street Details**
- C5.8 – Street Details**
- E1.0 – Street Lighting and Electrical Plans
Main St. STA. 5+70 to 10+50 and 5th St.**
- E1.1 – Street Lighting and Electrical Plans
Main St. STA. 10+50 to 15+50, 6th St. and 7th St.**
- E1.2 – Street Lighting and Electrical Plans
Main St. STA. 15+50 to 20+00 and 8th St.**
- E2.0 – Street Lighting and Electrical Details**
- E2.1 – Street Lighting and Electrical Details**
- TS1.0 – Signing and Striping Plans
Main St. STA. 5+70 to 10+50 and 5th St.**
- TS1.1 – Signing and Striping Plans
Main St. STA. 10+50 to 15+50, 6th St. and 7th St.**

TS1.2 –	Signing and Striping Plans Main St. STA 15+50 to 20+00, and 8th St.
TS2.0 –	Signing and Striping Details
TS2.1 –	Signing and Striping Details
TS2.2 –	Signing and Striping Details
L100 –	Landscape Plan West
L200 –	Landscape Plan Central
L300 –	Landscape Plan East
L400 –	Landscape and Site Details
L500 –	Irrigation Plan West
L600 –	Irrigation Plan Central
L700 –	Irrigation Plan East
L800 –	Irrigation Details
EC0.0 –	Erosion & Sediment Control Plan Cover Sheet and Notes
EC1.0 –	Erosion & Sediment Control Plan Existing Conditions and Demo. Phase Main St. and 5th St.
EC1.1 –	Erosion & Sediment Control Plan Existing Conditions and Demo. Phase Main St., 6th St. and 7th St.
EC1.2 –	Erosion & Sediment Control Plan Existing Conditions and Demo. Phase Main St. and 8th St.
EC2.0 –	Erosion & Sediment Control Plan Street, Utility & Site Stabilization Phase Main St. and 5th St.
EC2.1 –	Erosion & Sediment Control Plan Street, Utility & Site Stabilization Phase Main St., 6th St and 7th St
EC2.2 –	Erosion & Sediment Control Plan Street, Utility & Site Stabilization Phase Main St. and 8th St.
EC3.0 –	Erosion & Sediment Control Plan Details