

Willow Creek Large Wood Placement

Project Sponsor

Curry County Soil & Water Conservation District

Contact:

Primary - Drew Harper, 541-373-3096, drew.harper@currywatersheds.org

Secondary – Matt Swanson, 541-373-0800, matt.swanson@currywatersheds.org

Project Location

The project site is located approximately 2.5 miles south of Langlois on a private ranch. The site address is [47404 Floras Lake Loop Rd.](#)

Legal Description: T31S R15W S9SE

A **mandatory** site show will be held on-site at **3pm, Wednesday, May 6, 2026**. Meet at the barn located at the project location listed above. Project activities will be reviewed in the field, which will take approximately 1 hour. **Failure to attend the site show will bar you from bidding on this project.**

Project Scope

The project consists of constructing wood structures at select locations along approximately 900 feet of Willow Creek to improve instream habitat conditions.

Large Wood Structures – Large wood structures will be constructed for the purpose of providing instream habitat. In total, approximately 50 logs will be used to build 5-10 instream structures. Logs with rootwads attached and smooth logs will be used.

- Keyway trenches will be dug to a depth that will allow the placement of logs at the elevation of the active channel. (Estimated total excavation is 800 – 1,000 cu. yds.)
- Approximately 1/3 of the length of a log will protrude into stream channel.
- Logs will be placed in various configurations in the trenches. Specific configurations will be determined by site conditions, available materials, etc. under the direction of SWCD staff and/or consultant.
- Trenches will be backfilled with native soil and 1-2 ton boulders for ballast.

Project Timing

The project has to be implemented during the instream work window (July 15 – September 30, 2026). From past experience with similar projects, we estimate this project will require approximately 40-60 hours of equipment time to complete.

Design Summary

The following is only a summary of the activities described above; the details provided above should be consulted for specific requirements:

The **contractor will be responsible** for the following construction activities/costs:

- Equipment mobilization
- Unloading logs trucks at job site (if needed)
- All excavation (approximately 800 – 1,000 cubic yards)
- Purchase and delivery of rock (Boulders/Rip rap; approximately 70-100 tons)
- Construction of large wood structures, which includes

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- Excavation of keyway trenches
- Placement of logs
- Backfilling of trenches with boulders and native soil
- Providing fire suppression equipment and tools per ODF regulations

The **Curry SWCD will be responsible** for the following construction activities/costs:

- Secure all necessary permits
- Purchase and delivery of logs
- Large Wood Structure field design and construction oversight
- Erosion and sediment control

Project Proposals

Project will be awarded as a single construction contract. Construction costs will be paid on a “Time and Materials” basis with a “Not to Exceed” upper threshold. To be considered for the contract award, contractors shall submit a construction proposal that includes, at a minimum, the following information:

- Hourly rates for equipment and labor associated with construction of the large wood structures. **This project is subject to Davis-Bacon Act prevailing wage. Be sure to use the attached wage determinations in developing your proposal.**
- A list of the equipment that will be used, including type, make, model, weight, and whether the equipment has a grapple or clamshell head with the capability to swivel.
- Mobilization costs for each machine
- Key personnel
- Rock cost by the ton delivered to the project site
- An approximate start date
- List 3 recent similar projects completed, with references and their contact information

Proposals must be submitted by **5pm, Friday, May 15, 2026**. Proposals can be submitted by:

1. Email to Drew Harper at drew.harper@currywatersheds.org (please put “Willow Creek Bid” in the subject line),
2. Mail to Curry SWCD, Attn: Drew Harper, PO Box 666, Gold Beach, OR 97444
3. Hand-deliver to the Curry SWCD office at 29286 Ellensburg Ave., Gold Beach. Please note that staffing of the SWCD office is intermittent; **if you wish to hand-deliver your bid, it is recommended to call ahead (541-373-3096) to make sure someone is available.**

Selection Criteria

The project will be awarded to one contractor, based on the following selection criteria:

- Experience building instream large wood structures (30 pts)
- Equipment – Is the equipment appropriate for the tasks? (30 pts)
- Cost rates (Hourly rates, mobilization, materials) (30 pts)
- Timeline – Will the project be completed by September 30, 2026? (10 pts)

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Other Considerations

- **See attached sample Construction Agreement for contracting requirements associated with this project.**
- Contractor will carry Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate
- Contractor will carry Auto Liability insurance in the amount of \$1,000,000 combined single limit
- A combination of primary and excess/umbrella insurance is acceptable. If contractor is using excess/umbrella insurance to meet the minimum insurance requirement, contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance.
- The Curry Soil and Water Conservation District (District) shall be named as an additional insured on each policy, and the contractor shall furnish acceptable insurance certificates to District before commencing work on the project. Contractor shall not cancel, cause a material change in, or reduce its limits for the insurance coverage during project implementation.
- If contractor employs subject workers who provide work through this contract in the State of Oregon, contractor shall comply with ORS 656.017 and provide the required worker's Compensation coverage, unless such employees are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. As evidence of the insurance coverage required under this section, contractor shall furnish acceptable insurance certificates to District for contractor and all subcontractors before commencing with the project implementation.
- The contractor shall submit an invoice(s) to the District's Project Manager by the 15th of the month, detailing the "Time and Material" costs accrued to-date. The District will make payment within 30 days following the District's monthly Board meeting, which is usually held on the last Tuesday of the month.
- Submitted bids will be publicly opened at 10 am on Monday, May 18, 2026 at the Curry Soil & Water Conservation District office, located at 29286 Ellensburg Ave. in Gold Beach.
- Successful proposer will be announced on Wednesday, May 20, 2026.

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Bid documents should include:

Equipment to be used

Description (Make, model, type, weight class), hourly rate, and mobilization cost for each proposed machine, including fire suppression (e.g., water trailer/tender)

Materials cost

Rock – (cost per ton delivered to project site):

Recent Past Experience – Large Wood Structures (3 projects & references)

Key Personnel

Timeline

"General Decision Number: OR20260001 01/23/2026

Superseded General Decision Number: OR20250001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

BROR0001-031 06/01/2025

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

CARP0096-005 06/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 59.35	22.38

CARP0196-003 01/01/2025

	Rates	Fringes
Piledriver.....	\$ 55.79	15.81

CARP0503-020 06/01/2025

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 53.94	16.81
DIVER STANDBY.....	\$ 67.58	19.40
DIVERS TENDERS.....	\$ 60.34	19.40
DIVERS.....	\$ 103.21	19.40
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS.....	\$ 65.34	19.40

Employees may be required to perform any combination of work

within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

* ELEC0048-006 01/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 69.85	30.44
ELECTRICIAN.....	\$ 63.50	29.73

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delornne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2025

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

	Rates	Fringes
CABLE SPLICER.....	\$ 63.00	27.87
ELECTRICIAN.....	\$ 60.00	27.78

ELEC0280-003 01/01/2025

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE

RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 60.80	22.24
ELECTRICIAN.....	\$ 56.46	23.05

ELEC0291-006 12/01/2024

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	19.86
ELECTRICIAN.....	\$ 42.55	19.86

* ELEC0659-004 01/01/2026

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 64.58	1.5%+22.34
ELECTRICIAN.....	\$ 47.04	21.84

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	\$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	\$1.50 PER HOUR
ZONE 3:	>30-40 MILES	\$3.30 PER HOUR
ZONE 4:	>40-50 MILES	\$5.00 PER HOUR
ZONE 5:	>50-60 MILES	\$6.80 PER HOUR
ZONE 6:	>60 MILES	\$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. ZONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2024

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS

COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 50.03	24.00

ENGI0701-005 01/01/2024		

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton.
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton with two-hundred-foot (200?) boom or less (including jib, inserts and/or attachments)
Crane, ninety (90) ton through one hundred ninety-nine (199) ton with over two hundred (200?) boom Including jib, inserts and/or attachments)
Crane, Tower Crane with one hundred seventy-five-foot (175?) tower or less and with less than two-hundred-foot (200?) jib
Crane, Whirley ninety (90) ton and over Helicopter when used in erecting work
Tunnel Boring Machine
Tunnel, Micro Boring Tunnel Machine

Group 1A

Crane, floating two hundred fifty (250) ton and over
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton, with over two-hundred-foot (200?) boom (including jib, inserts and/or attachments)
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton
Crane, Tower Crane with over one hundred seventy-five-foot (175?) tower or over two hundred

foot (200?) jib

Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety-nine (399) ton, with over two hundred- foot (200?) boom (including jib, inserts and/or attachments)

Floating crane, three hundred fifty (350) ton and over

Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type)

Asphalt Roto-Mill, pavement profiler eight foot (8?) lateral cut and over

Auto Grader or ?Trimmer?

Blade, Robotic

Bulldozer, Robotic Equipment (any type)

Bulldozer, over one hundred twenty thousand (120,000) lbs. and above

Canal Trimmer

Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum

Concrete Canal Liner Operator

Concrete Diamond Head Profiler

Concrete, Automatic Slip Form Paver

Crane, Boom Truck fifty (50) ton and with over one hundred fifty-foot (150?) boom and over

Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton

Crane, Cableway twenty-five (25) ton and over

Crane, Floating Clamshell three (3) cu. Yds. And over

Crane, ninety (90) ton through one hundred ninety-nine (199) ton up to and including two hundred- foot (200?) boom (including jib inserts and/or attachments)

Crane, fifty (50) ton through eighty-nine (89) ton with over one hundred fifty-foot (150?) boom

(including jib inserts and/or attachments)

Crane, Whirley under ninety (90) ton

Crusher Plant

Drone

Excavator over one hundred thirty thousand (130,000) lbs.

Heavy Equipment Robotics Operator or Mechanic

Loader one hundred twenty thousand (120,000) lbs. and above

Master environmental Maintenance Mechanic

Remote Controlled Earth Moving Equipment

Shovel, Dragline, Clamshell, five (5) cu. Yds. And over

Underwater Equipment remote or otherwise, when used in construction work

Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.

Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty-foot (150?) boom

Crane, fifty (50) ton through eighty-nine (89) ton with one hundred fifty-foot (150?) boom or less

(including jib inserts and/or attachments)

Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.

Excavator over eighty-five thousand (85,000) lbs. through one hundred thirty thousand (130,000) lbs.

Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed

Asphalt Paver

Asphalt Roto-Mill, pavement profiler, under eight foot (8?) lateral cut

Asphalt, Recycle Machine

Asphalt, Material Transfer Vehicle Operator

Back Filling Machine

Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with

any attachments

Blade (any type)

Boatman, Licensed

Boring Machine

Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to

seventy thousand (70,000) lbs.

Cable-Plow (any type)

Cableway up to twenty-five (25) ton

Cat Drill (John Henry)

Challenger

Chippers

Combination Heavy Duty Mechanic-Welder, when required to do both

Compactor, multi-engine

Compactor, Robotic

Compactor with blade self-propelled

Concrete, Breaker

Concrete, Grout Plant

Concrete, Mixer Mobile

Concrete, Paving Road Mixer

Concrete, Reinforced Tank Banding Machine

Crane, Boom Truck twenty (20) ton and under fifty (50) ton
Crane, Bridge Locomotive, Gantry and Overhead
Crane, Carry Deck, Spider Crane, and similar types
Crane, Chicago Boom and similar types
Crane, Derrick Operator, under one hundred (100) ton
 Crane, Floating Clamshell, Dragline, etc. under three (3) cu.
 yds. Or less than thirty (30) ton
Crane, under fifty (50) ton
 Crane, Quick Tower under one-hundred-foot (100?) in height
 and less than one hundred fifty foot
 (150?) jib (on rail included)
Diesel-Electric Engineer (Plant or Floating)
Directional Drill over twenty thousand (20,000) lbs. pullback
Drill Cat Operator
Drill Doctor and/or Bit Grinder
Drill, Oscillator
 Driller, Percussion, Diamond, Core, Cable, Rotary and similar
 type
 Excavator Operator over twenty thousand (20,000) lbs. through
 eighty-five thousand (85,000)
lbs.
Generator Operator
Grade Setter/layout from plans
Grade-all
Guardrail Machines, i.e., punch, auger, etc.
Hammer Operator (Piledriver)
 Hoist, stiff leg, guy derrick or similar type, fifty (50) ton
 and over
Hoist, two (2) drums or more
Hydro Axe (loader mounted or similar type)
 Jack Operator, Elevating Barges, Barge Operator,
 self-unloading
 Loader Operator, front end and overhead, twenty-five thousand
 (25,000) lbs. and less than
sixty thousand (60,000) lbs.
Log Skidders
Mechanic, Heavy Duty
Piledriver Operator (not crane type)
Pipe, Bending, Cleaning, Doping and Wrapping Machines
Rail, Ballast Tamper Multi-Purpose
Rubber-tired Dozers and Pushers
Scraper, all types
Side-Boom
Skip Loader, Drag Box
Stump Grinder (loader mounted or similar type)
Surface Heater and Planer
Tractor, rubber-tired, over fifty (50) HP Flywheel
 Trenching Machine three-foot (3?) depth and deeper (Assistant
 to the Operator required)

Truck, Crane Oiler-Driver 250 tons and over
Tub Grinder (used for wood debris)
Tunnel Boring Machine Mechanic ? hyperbaric pay: additional
ten dollars (\$10.00) per hour, includes prep and decompress
Tunnel, Mucking Machine
Tunnel, Segment Plant
Tunnel, Separation Plant
Tunnel, Shaef Loader
Tunnel, Shield Operator
Ultra-High-Pressure Water Jet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Water pulls, Water Wagons
Welder; Heavy Duty

Group 5

Asphalt, Extrusion Machine
Asphalt, Roller (any asphalt mix)
Asphalt, Roto-Mill pavement profiler ground man
Bulldozer, twenty thousand (20,000) lbs. or less, or one
hundred (100) horse or less
Cement Pump
Chip Spreading Machine
Churn Drill and Earth Boring Machine
Compactor, self-propelled without blade
Compressor, (any power) one thousand two hundred fifty
(1,250) cu. ft. and over, total capacity
Concrete, Batch Plant Quality control
Concrete, Combination Mixer and compressor operator, gunite
work
Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and
Gutter
Concrete, Finishing Machine
Concrete, Grouting Machine
Concrete, Internal Full Slab Vibrator Operator
Concrete, Joint Machine
Concrete, Mixer single drum, any capacity
Concrete, Paving Machine eight foot (8?) or less (Assistance
to the Operator required)
Concrete, Placing Boom
Concrete, Planer
Concrete, Pump
Concrete, Pump Truck
Concrete, Pumpcrete Operator (any type)
Concrete, Slip Form Pumps, power driven hydraulic lifting
device for concrete forms
Concrete, Spreader
Concrete, Tele belt
Concrete, Treated Base Roller Operator, Oiling
Conveyored Material Hauler

Crane, Boom Truck under twenty (20) tons
Crane, Boom Type lifting device, five (5) ton capacity or less
Drill, Directional type less than twenty thousand (20,000)
lbs. pullback
Drill, Mud Mixer
Elevating Grader Operator, Tractor towed requiring Operator
or Grader
Elevating Loader Operator (any type)
Elevator to move personnel or materials
Forklift, over ten (10) ton or Robotic
Helicopter Hoist
Hoist Operator, single drum
Hydraulic Backhoe track type up to and including twenty
thousand (20,000) lbs.
Hydraulic Backhoe wheel type (any make)
Laser Screed
Lime Spreader, construction job site
Loaders, rubber-tired type, less than twenty-five thousand
(25,000) lbs.
Pavement Grinder and/or Grooving Machine (riding type)
Pipe, cast in place Pipe Laying Machine
Pulva-Mixer or similar types
Pump Operator, more than five (5) pumps (any size)
Rail, Ballast Compactor, Regulator, or Tamper machines
Rail, Car Mover
Rail, Clip Applicator
Rail, High Rail Self Loader Truck
Rail, Locomotive, forty (40) ton and over
Rail, Lo-Railer
Rail, Shuttle Car Operator
Rail, Speedswing
Rail, Track Liner
Service Oiler (Greaser)
Sweeper Self-Propelled, Construction Job Site
Tractor, Rubber-Tired, fifty (50) HP flywheel and under
Trenching Machine Operator, maximum digging capacity
three-foot (3?) depth
Truck, All Terrain or Track type
Truck, Barrel type
Truck, Crane Oiler-Driver 100-249 tons
Truck, Heavy Haul, specialized transporter, hydraulic,
electric, or similar
Truck, Off Road Trucks, Articulated and Non-articulated
Trucks over forty (40) ton
Truck, Vacuum
Truck, Water
Tunnel, Locomotive, Dinkey
Tunnel, Power Jumbo setting slip forms, etc.

Group 6
Air Filtration Equipment
Asphalt, Pugmill (any type)
Asphalt, Raker
Asphalt, Truck Mounted Asphalt Spreader, with Screed
Assistant to the Operator
Auger Oiler
Bell Man (any type of communication)
Boatman
Bobcat, skid steer (less than one (1) yard)
Broom, self-propelled, construction job site
Compressor Operator (any power) under 1,250 cu. ft. total capacity
Concrete Curing Machine (riding type)
Concrete Saw
Conveyor Operator or Assistant
Crane, Tugger
Crusher Feederman
Crusher Oiler
Deckhand
Drill Assistant
Drill, Directional Locator
Forklift
Grade Checker
Guardrail Punch Oiler
Heavy Duty Repairman Assistant
Helicopter Radioman (ground)
Hydraulic Pipe Press
Hydrographic Seeder Machine, straw, pulp or seed
Hydrostatic Pump Operator
Material Handler
Mixer Box (CTB, dry batch, etc.)
Oiler
Parts Man (Tool Room)
Plant Oiler
Pump (any power)
Rail, Brakeman, Switchman, Motorman
Rail, Tamping Machine, mechanical, self-propelled
Rigger
Roller grading (not asphalt)
Truck, Crane Oiler-Driver under 100 tons
Truck, Off-Road Trucks, Articulated and Non-Articulated
Trucks forty (40) ton and under
Truck, over highway, examples: material and equipment
Welder's Assistant
Welding Machine
Wire Mat or Brooming Machine

IRON0029-004 07/07/2025

	Rates	Fringes
IRONWORKER.....	\$ 48.31	34.52

LAB00737-001 06/01/2024

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers.....	\$ 43.79	17.05

LAB00737-008 06/01/2024

ZONE 1:
LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 39.00	17.30
GROUP 2.....	\$ 40.41	17.30
GROUP 3.....	\$ 34.39	17.30

Zone Differential (Add to Zone 1 rates):

Zone 2 - \$0.85

Zone 3 - 2.00

Zone 4 - 3.00

Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzlemans (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 Nozzlemans, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Gunite Nozzlemans; Hazardous Waste Laborer; High Scalars; Laser Beam (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemans; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Basic hourly wage rate plus \$1.00 per hour, fringes plus \$0.15.

H-3 Class "B" Suit - Basic hourly wage rate plus \$1.50 per hour, fringes plus \$0.15.

H-4 Class "A" Suit -Basic hourly wage rate plus \$2.00 per hour, fringes plus \$0.15.

PAIN0010-005 07/01/2025

Rates Fringes

PAINTER		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 41.19	17.09

PAIN0010-008 01/01/2025

Rates Fringes

PAINTER.....	\$ 40.25	16.67
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PLAS0555-001 06/01/2025

ZONE 1:

Rates Fringes

Cement Masons: (ZONE 1)
CEMENT MASONS DOING BOTH
COMPOSITION/POWER

MACHINERY AND SUSPENDED/HANGING SCAFFOLD..\$ 48.05	20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....\$ 47.09	20.31
CEMENT MASONS.....\$ 46.13	20.31
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$ 47.09	20.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate
FOR THE FOLLOWING CITIES: (Reference City)
Bend, Portland, Pendleton, Medford, Corvallis, Salem, Eugene,
The Dalles, Vancouver

When a contractor takes current employees to a project that
is located more than 59 miles from the City Hall of the
Reference City that is closest to the contractor's place of
business, Zone Pay is to be paid for the distance between
the City Hall of the identified Reference City and the
project site, per the following:

Zone A - 60-79 miles - additional \$3.00 hourly premium above
the base
rate of all classification as listed in Schedule ""A"".

Zone B - 80-99 miles - additional \$5.00 hourly premium above
the base rate of all classifications as listed in Schedule
""A""

Zone C -100 or more miles - additional \$10.00 hourly premium
above the base rate of all classifications as listed in
Schedule ""A""

TEAM0037-004 06/01/2025

ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$ 35.41	35.41	18.30
GROUP 2.....\$ 35.57	35.57	18.30
GROUP 3.....\$ 35.74	35.74	18.30
GROUP 4.....\$ 36.08	36.08	18.30
GROUP 5.....\$ 36.35	36.35	18.30
GROUP 6.....\$ 36.57	36.57	18.30

GROUP 7.....\$ 36.82 18.30

Zone Differential (add to Zone 1 rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant (manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers;

Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 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.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CURRY SOIL AND WATER CONSERVATION DISTRICT

**CONSTRUCTION AGREEMENT
[Contract Exceeds \$2,000 – Federal Funds]**

THIS CONSTRUCTION AGREEMENT (“Agreement”) is entered into by and between Curry Soil and Water Conservation (“District”) and _____, a(n) _____ registered in the State of _____ and authorized to conduct business in the State of Oregon.

WITNESSETH:

In consideration of the mutual covenants and agreements set forth below, District and Contractor agree as follows:

I. DEFINITIONS.

“Authorized Representative” means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement.

“Agreement” means all terms and conditions herein and all Exhibits attached hereto.

“Delivery Schedule” means the schedule set forth in the Statement of Work that includes the completion date of each task or phase of the Work.

“Effective Date” means the date on which this Agreement is fully executed and approved in accordance with applicable laws, rules and regulations.

“Final Acceptance” is defined in Section 2.4.

“Key Persons” means Contractor’s Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in the proposal.

“Project Manager” means Contractor’s representative who manages the processes and coordinates the Work with District’s Authorized Representative to ensure completion of the Work. Contractor’s Project Manager is the person so identified in the Proposal.

“Work” means all goods to be provided and all services to be performed under this Agreement.

“Statement of Work” means the description of the Work, the performance and payment schedule for such Work, and any other items as agreed by the parties, all attached hereto as **Exhibit A**.

II. PERFORMANCE AND DELIVERY.

2.1 Statement of Work. Contractor shall perform the Work as set forth in the Statement of Work, attached hereto as **Exhibit A** and incorporated herein by reference. Time and method for performance and delivery shall be as described in the Statement of Work.

2.2 Compliance with Grant Terms. This Agreement is funded, in part, through a federal grant from the U.S. Bureau of Land Management. Contract performance shall comply with all applicable grant terms as set forth in **Exhibit B, Grant Terms**, which is attached hereto and incorporated herein by this reference. In the event of a conflict between the Grant Terms and the terms of this Agreement, the Grant Terms shall prevail.

2.3 Change Orders. Either District or Contractor may request a change to the Statement of Work by submitting a written change request describing the change requested. A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement. Both parties must sign the Change Order to authorize the Work described therein and incorporate the changes into this Agreement.

District's and Contractor's Authorized Representatives shall review the written change request and either mutually approve it for further analysis or reject it. If a change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, Delivery Schedule or other terms (the "Change Order"). A Change Order, at minimum, shall contain the following information: (1) The date of issuance of the Change Order; (2) a detailed description of the Work to be performed under the Change Order; (3) the particular specification or matter set forth in the Statement of Work which will be altered and the precise scope of that alteration; (4) the change in cost of the Work to be performed pursuant to the Change Order; and (5) the cumulative cost of all Change Orders previously issued.

No Work shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth in this Section. District shall pay for Work performed pursuant to a Change Order in accordance with the acceptance and payment procedures set forth in this Agreement.

2.4 Final Acceptance. "Final Acceptance" shall occur when, in the District's sole determination, Contractor has materially complied with all terms and conditions of this Agreement. Upon substantial completion of the Work herein described, Contractor shall notify District that the Work is substantially complete. The District shall then inspect such Work, and, if indicated, shall issue a written Notice of Substantial Completion with an itemized punch list of tasks or services to be completed before Final Acceptance. Upon making a determination that Contractor has materially complied with all terms and conditions of this Agreement, including completion of the itemized punch list described herein, if any, the District shall issue a written Notice of Final Acceptance to Contractor.

2.5 Right to Inspect. Designated personnel or agents of the District shall have the right, at all reasonable times and with reasonable advance notice, to obtain access to the Work site and to conduct inspection of materials and performance at the site of construction, or at any site where materials used in performing the Work are prepared, processed, manufactured, or treated.

III. CONTRACTOR'S PERSONNEL.

3.1 Project Manager. Contractor shall designate one of the Key Persons as Project Manager for the Work. The Project Manager shall be familiar with the District's business operations and objectives. The

Project Manager will participate with the District in periodic review sessions and will provide at District's request detailed progress reports that identify completed tasks and the status of the remaining Work.

3.2 Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Work unless specifically authorized to do so by the District. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work shall perform the Work in accordance with the warranties set forth in Article VI of this Agreement.

3.3 Key Persons. Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's Key Persons identified in the proposal. Contractor's Key Persons shall not delegate performance of the powers and responsibilities they are required to provide under this Agreement to another Contractor employee(s), and Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide the District with their expertise, experience, judgment, and personal attention, without first obtaining the District's prior written consent to such re-assignment or transfer, which consent shall not be unreasonably withheld. In the event Contractor requests that the District approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, the District shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District shall thereafter be deemed a Key Person for purposes of this Agreement.

3.4 Change in Contractor Representative. District reserves the right to require a change in contractor representative if the District, in its sole discretion, is dissatisfied with the performance of an assigned representative.

IV. TERM.

4.1 Effective Dates. This Agreement shall be effective on the date of signing by both parties hereto, and shall terminate on _____.

V. PAYMENT.

5.1 Payment. For Work performed under this Agreement, District shall pay to Contractor the amount of \$ _____ ("Contract Price").

5.2 Payment Terms. Payment shall be based upon completion of each task or phase of Work described in the Proposal and Statement of Work. Payment terms shall be set forth in a separate writing mutually agreed to by both parties hereto, attached to this Agreement as **Exhibit C** and incorporated herein by reference.

5.3 Retainage. The District may withhold up to five (5) percent of the Contract Price as retainage until Final Acceptance, as described in Section 2.4 of this Agreement. Interest at market rates shall accrue on the retainage amount from the date the payment request is approved until the date the retainage is paid to the Contractor. At Contractor's discretion and at Contractor's sole cost, in lieu of retainage Contractor may post a surety bond with the District as provided in ORS 701.435(4).

VI. CONTRACTOR'S DUTIES, REPRESENTATIONS, AND WARRANTIES.

6.1 General Representations and Warranties. Contractor represents and warrants to District that:

6.1.1 Contractor has the power and authority to enter into and perform this Agreement;

6.1.2 This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

6.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent, and duly licensed to perform the Work;

6.1.4 Contractor certifies that:

- (a) Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Work, and Contractor's provision of the Work shall not violate any such law, ordinance, regulation or order; and
- (b) Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS Chapter 244, for either Contractor or any Contractor personnel that will perform the Work under this Agreement.
- (c) Pursuant to ORS 279A.110, Contractor shall not discriminate against minority- or woman-owned or emerging small business enterprises in the awarding of subcontracts.

6.2 Contractor's Performance Warranty. Contractor represents and warrants to District that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Work described in this Agreement in accordance with the standards prevalent in Contractor's profession.

6.3 Guaranty. Contractor guarantees all materials and workmanship and agrees to replace at Contractor's sole cost and expense, and to the satisfaction of the District, any or all materials adjudged defective or improperly installed, and to indemnify the District against liability, loss or damage arising from such defects or improper installation during a period of one (1) year from Final Acceptance.

6.4 Security of Work Site. Contractor shall take all reasonable precautions necessary to secure and protect the Work and the Work site during the performance of this Agreement, and to eliminate or prevent access to dangerous conditions. Contractor assumes full responsibility for the condition and safety of the Work site until Final Acceptance by the District.

6.5 Performance and Payment Bonds. At or before the time of execution of this Agreement, Contractor shall provide, in forms acceptable to the District, separate payment and performance bonds for 100 percent of the Contract Price.

VII. COMPLIANCE WITH LAWS.

Both parties agree to comply, and assist one another in complying with, all applicable Federal, State and local laws and regulations, including, but not limited to, the following:

7.1 Payments Generally. Pursuant to ORS 279C.505(1) the Contractor shall:

- 7.1.1 Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the Work provided for in the contract.
- 7.1.2 Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- 7.1.3 Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 7.1.4 Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

7.2 Prompt Payment. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement. Remedies for failing to make prompt payment shall be as provided in ORS chapter 279C.580.

7.3 Drug Testing Program. Pursuant to ORS 279C.505(2), before entering into the Agreement and at all times during the effective dates of the Agreement, Contractor shall demonstrate that an employee drug testing program is in place.

7.4 Medical Payments. Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

7.5 Worker's Compensation. Pursuant to ORS 279C.530(2), the Contractor attests that it is either a subject employer required to comply with ORS 656.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

7.6 Hours of Work. Pursuant to ORS 279C.520, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or

(B) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Each employer performing Work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given 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.

7.7 Prevailing Wage. This contract is funded, in whole or in part, through one or more federal grants. Federal Davis-Bacon Act prevailing wages in effect in Curry County, Oregon, at the time the Work under this Agreement was first advertised shall be paid to workers in each trade or occupation required in the performance of this contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the Work contemplated by this Agreement. The posted rates are incorporated herein by this reference. Each worker shall be paid not less than the specified minimum hourly rate of wage. The Contractor shall ensure that each subcontractor agreement complies with these requirements.

7.8 Public Works Bond. Pursuant to ORS 279C.830(3), the Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting Work on the project, unless exempt under ORS 279C.836 (7) or (8).

7.9 Prevailing Wage Certification. Pursuant to ORS 279C.845, by the fifth business day of the month following performance of Work under this Agreement, the Contractor shall deliver or mail to the District, written, certified statements, on federal Form WH-347 or accepted equivalent, certifying: (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; 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.

7.9.1 The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

7.9.2 The certified statement shall be verified by the oath of the Contractor or the Contractor's surety, or subcontractor or the subcontractor's surety, that the Contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge.

7.10 Retainage When Certification Not Filed. Pursuant to ORS 279C.845(8), and notwithstanding Section 5.3 of this Agreement, the District shall retain 25 percent of any amount earned by the Contractor under this Agreement until the Contractor has filed with the District the certified statements as required under Section 7.7 of this Agreement. The District shall pay the Contractor the amount retained under this Section within 14 days after the Contractor files the certified statements as required, regardless of whether a subcontractor has failed to file certified statements as required by Section 7.9. The District has no obligation to verify the truth of the contents of certified statements filed by the contractor under Section 7.7.

7.10.1 The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the project until the subcontractor has filed with the District certified statements as required by this Section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the District nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under Section 7.9.

7.11 Buy America. As required by 2 CFR Part 184 - Buy America Preferences for Infrastructure Projects, all iron, steel, manufactured products, and construction materials used in the project are required to be produced in the United States, unless subject to an approved waiver.

7.12 Other Laws. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

7.13 Recycling and Salvage.

7.13.1 As required by ORS 279A.125, in the performance of this Agreement Contractor shall use, to the maximum extent economically feasible, recycled products.

7.13.2 If the Agreement includes demolition, pursuant to ORS 279C.510 the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

7.13.3 If the Agreement includes lawn and landscape maintenance, pursuant to ORS 279C.510 the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective

VIII. INDEMNITIES.

8.1 General Indemnity. Contractor shall defend, save, hold harmless, and indemnify District, its officers, employees and agents, **and landowners upon whose land Work is performed** from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement; provided that Contractor shall have no obligation to indemnify District from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of District, its officers, employees or agents. Any claim for damages against the District shall be subject to the terms and limitations of the Oregon Tort Claims Act, ORS 30.280-30.300.

8.2 Control of Defense and Settlement. Contractor's obligation to indemnify District as set forth in Sections 8.1 and 8.2 is conditioned upon District providing to Contractor prompt notification of any claim or potential claim of which District becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 8.1 or Section 8.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the District, nor purport to act as legal representative of the District, without the approval of the District, nor shall Contractor settle any claim on behalf of the District without the approval of the District. The District may, at its election and expense, assume its own defense and settlement in the event that the District

determines that Contractor is prohibited from defending the District, is not adequately defending the District's interests, or that an important governmental principle is at issue and the District desires to assume its own defense.

8.3 Damages to Property. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the District or its employees, or of landowners on whose land Work is performed, resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

8.4 Delays; Liquidated Damages. Time is of the essence in the performance of this Agreement. Contractor shall indemnify the District for any and all losses and damages resulting from delays in completion of the Work when such delay is caused or attributable to default in the proper performance by Contractor. In addition to, and not in lieu of, District's remedies under Section 11.1 of this Agreement, Contractor agrees to pay \$3,000 for each day or portion thereof that completion is delayed after the agreed-upon date due to acts or omissions of Contractor.

IX. INSURANCE.

9.1 General Liability Insurance. Contractor shall obtain and maintain, at its own expense, for the duration of this Agreement, general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000, for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

9.2 Automobile Liability. Automobile Liability Insurance, including MCS-90 endorsement, if applicable, with a combined single limit of no less than \$1,000,000 or equal to the U.S. Department of Transportation requirements, whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Contractor, its agents and employees of owned, non-owned or hired vehicles.

9.3 Additional Insureds. Each of the insurance policies that Contractor obtains pursuant to this Article IX shall provide that the District and its divisions, officers and employees are additional insureds under the policy, but only with respect to the Work that Contractor will provide under this Agreement.

9.4 Notice of Cancellation or Change. Contractor shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Agreement without thirty (30) calendar days' prior written notice from Contractor or its insurers to District.

9.5 Certificates of Insurance. As evidence of the insurance coverage required under this Agreement, Contractor shall furnish acceptable insurance certificates to District before commencing the Work and annually thereafter. The certificates shall specify all of the parties who are additional insureds and shall indicate all deductible amounts or retentions for all self insurance. Insuring companies shall be authorized to sell insurance in the State of Oregon. Contractor shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance

X. EVENTS OF DEFAULT.

10.1 Default by Contractor. Contractor shall be in default under this Agreement if:

10.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

10.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Work and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of District's notice or such longer period as District may specify in such notice; or

10.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement, fails to perform the Work in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Agreement, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of District's notice or such longer period as District may specify in such notice.

10.2 Default by District. The District shall be in default under this Agreement if:

10.2.1 The District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

10.2.2 The District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and District fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

XI. REMEDIES FOR DEFAULT.

11.1 District's Remedies. In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, which include, without limitation:

11.1.1 Termination of this Agreement under Section XII;

11.1.2 Withholding all monies due for Work that Contractor is obligated but has failed to perform within thirty (30) days after District has notified Contractor of the nature of Contractor's default;

11.1.4 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

11.1.5 Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 10.1, the rights and obligations of the parties shall be the same as if this Agreement was terminated pursuant to Section XII.

11.2 Contractor's Remedies. In the event District terminates this Agreement as set forth in Section 12.1, or in the event District is in default under Section 10.2 and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 12.3, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each phase of Work, up to the not-to-exceed amount set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to District upon written demand.

XII. TERMINATION.

12.1 District's Right to Terminate. District may, at its sole discretion, terminate this Agreement as follows:

12.1.1 For its convenience upon thirty (30) days' prior written notice to Contractor;

12.1.2 If District fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's services; or

12.1.3. If Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Work under this Agreement is prohibited or District is prohibited from paying for such Work from the planned funding source.

12.2 District's Right to Terminate for Cause. In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement, in whole or in part, immediately upon Contractor's default under Section 10.1.

12.3 Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement upon District's default under Section 10.2.

XIII. INDEPENDENT CONTRACTOR STATUS.

13.1 Performance of Work. Contractor shall perform all Work as an independent contractor. Although District reserves the right to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

13.2 Declaration and Certification. Contractor by execution of this Agreement declares and certifies that, in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the federal agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Work under this Agreement. Contractor also declares and certifies by execution of this Agreement that it is not an "officer," "employee," or "agent" of District, as those terms are used in ORS 30.265.

13.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, District will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

XIV. DISPUTE RESOLUTION.

14.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Curry County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of laws principles.

14.3 Attorneys' Fees. In any suit or action instituted to enforce compliance with any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such attorney fees, costs and expenses as the court may adjudge reasonable in such suit or action, or any appeal therefrom.

XV. MISCELLANEOUS PROVISIONS.

15.1 Order of Precedence. This Agreement consists of the following documents that are listed in descending order of precedence: (a) the terms and conditions of this Agreement, less Exhibits; (b) the Statement of Work, Exhibit A; (c) Grant Terms, Exhibit B; (c) Payment Terms, Exhibit C; and (d) Contractor's Proposal, Exhibit D. In the event of a conflict between the terms of this Agreement and the terms provided in the Proposal, the Agreement terms shall prevail.

15.2 Subcontracts and Assignment. Contractor shall not enter into any subcontracts for any of the Work required by this Agreement or assign or transfer any of its interest in this Agreement without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Agreement.

15.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

15.4 No Third-Party Beneficiaries. District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15.5 Funds Available and Authorized. District believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within District's budgetary appropriation or limitation. Contractor understands and agrees that District's payment of amounts under this Agreement is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

15.6 Records Maintenance; Access. Contractor shall maintain all financial records and other records relating to its performance under this Agreement in accordance with generally accepted accounting principles and in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District, the departments and agencies of the State of Oregon, and the federal government and their duly authorized representatives shall have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

15.7 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon before entering into this Agreement.

15.8 Time Is of the Essence. Time is of the essence in the performance of this Agreement.

15.9 Force Majeure. Neither District nor Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots or strikes. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15.10 Notices. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement shall be given in writing by personal delivery of, facsimile transmission of, or mailing the same, postage prepaid, to Contractor at the address or number, and to District at the address or number, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any notice delivered by electronic means shall be deemed to be given when the transmitted by the transmitting machine. To be effective against the District, such electronic transmission must be confirmed by telephone notice to the District's Authorized Representative. Any communication or notice by personal delivery shall be deemed to be given when actually received by the appropriate Authorized Representative. Any other notice or communication made or required under this Agreement may be made by electronic mail, which shall be deemed made on the date and at the time such communication is received by the recipient.

15.11 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15.12 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

15.13 Amendments. This Agreement may be amended, modified, or supplemented only by a written amendment signed by District and Contractor. Any amendment that provides for additional goods or services may only provide for goods or services directly related to the Statement of Work described in the

Solicitation Document, and no amendment shall be effective until all requisite signatures and approvals are obtained.

15.14 Waiver. The failure of either party to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance shall not constitute a waiver by the party of that or any other provision nor shall it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

15.15 Headings. The headings in this Agreement are included only for convenience and shall not control or affect the meaning or construction of this Agreement.

15.16 Integration. This Agreement and attached Exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

CONTRACTOR: BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY DISTRICT APPROVALS.

**CURRY SOIL AND WATER
CONSERVATION DISTRICT**

CONTRACTOR

District Manager

Chief Executive Officer

Date

Date