



**City of Springfield
Public Works Maintenance Department**

**Request for Proposal
#549**

**P21061 - City Hall and Depot
Exterior Painting**

June 13, 2011

**CITY OF SPRINGFIELD
OREGON**

**REQUEST FOR PROPOSAL #549
Department of Public Works**

**PUBLIC WORKS MAINTENANCE – CITY HALL AND DEPOT PAINTING
Project P21061**

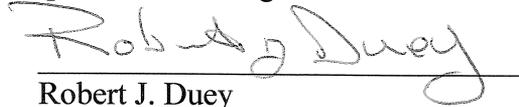
Sealed proposals will be received by the Finance Dept., City of Springfield, 225 Fifth St. Springfield OR, 97477, and Attn: Jayne McMahan, Management Analyst, until 2:00 PM local time, the 5th of July 2011, and opened at 2:00 p.m. the same day, for contracting services to provide supplies and services for the painting of Springfield City Hall and the Historic Depot. This is for public work and therefore subject to ORS279C.800 – ORS279C.870 payment of prevailing wage requirements.

There is a mandatory pre-proposal meeting on Tuesday June 21, 2011 at 2pm at City Hall 225 5th Street Meeting Room 3, Springfield, OR. Contractors failing to attend a mandatory pre-proposal conference will not be eligible to propose.

If this project is over \$100,000, a subcontractor listing is required and can be submitted with the proposal. If the subcontractor listing is not submitted with the proposal, it must be received within two (2) hours after the proposal closing time and date at the Finance Dept., City of Springfield, 225 Fifth St. Springfield OR, 97477, and Attn: Jayne McMahan

Proposal packets may be viewed on the City's website at www.springfield-or.gov (*select the hyperlink Purchase/Contracts*). For additional information contact Jayne McMahan, Management Analyst by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposal when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

Daily Journal of Commerce: June 13, 2011

The Register Guard: June 13, 2011

I. Proposal Overview

The City of Springfield (City) is requesting proposals from qualified Contractors to provide preparation and painting services for two locations, Springfield City Hall and Historic Depot. The City intends that the project will be a complete turn-key project for preparation and painting of the two buildings. We plan to award this proposal to one contractor but the proposal is to be divided into two sections; Section 1 Springfield City Hall and Section 2 Historic Depot. The City reserves the right to accept or reject either or both of the Sections based on the best interests of the City. Project includes surface preparation, cleaning, removal of old defective coatings, surface repair and painting. Contractor shall supply all necessary preparation, installation, supplies, equipment and materials and cleanup necessary to provide complete project. See ATTACHMENT 1 Overall Project Description and Scope of Work.

An RFP packet may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov or by phone at (541)726-3708. Prospective Proposers are requested to confirm receipt of downloaded RFP packets by email to City of Springfield, Attn: Jayne McMahan at the above email address.

Awarded Contractor will be required to fulfill all insurance and bonding requirements described herein. See ATTACHMENT 4.

This project is subject to the current prevailing wage rate as outlined in the sample contract herein and by the Bureau of Labor and Industry (BOLI). See ATTACHMENT 6.

II. Proposal Format

The outside of the envelope shall plainly identify: (1) The project name and project number (2) The Proposal opening date and (3) Name of proposer. Proposals must include the items listed below:

- A. The proposal in a sealed and labeled envelope.
- B. Proposer's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number and contractor license number.
- C. Primary contact person's name, title, phone number, fax number and email address.
- D. Identify whether you qualify as resident proposer's as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- E. Proposing firm's experience in this type of painting projects, by providing a minimum of three (3) references from recent customers (within the last 2 years) for similar painting projects.
- F. Expense Itemization for services to be provided by Proposal.
- G. Complete statement and itemized description of any equal specification to the specifications as stated herein.
- H. Copy of RFP and all addendums.
- I. Signed ATTACHMENT 3 - Authority to Bind
- J. The specifications outlined on the attached drawing ATTACHMENT 5.
 1. Attachment 5 Page 1 - Springfield City Hall Site Plan w/Main Level Floor Plan and Exterior Elevation Key.
 2. Attachment 5 Page 2 - City Hall Parapet Details
 3. Attachment 5 Page 3 - City Hall Exterior Elevations – Building
 4. Attachment 5 Page 4 - City Hall Exterior Elevations – Northwest Entry Plaza and South Entry Plaza

5. Attachment 5 Page 5 - Depot East and West Elevations
6. Attachment 5 Page 6 - Depot North and South Elevations
7. Attachment 5 Page 7 - Depot Color Scheme (a photograph of a similar Depot to demonstrate our color theme and locations).

K. Signed ATTACHMENT 7 Certification of Compliance

L. If this project is over \$100,000, a subcontractor listing is required and can be submitted with the proposal. ATTACHMENT 8 - First-Tier Subcontractor Form must be completed fully or the proposal will be rejected. If the subcontractor listing is not submitted with the proposal, it must be received within two (2) hours after the proposal closing time and date at the Finance Dept., City of Springfield, 225 Fifth St. Springfield OR, 97477, and Attn: Jayne McMahan. Due 4:00pm July 5 2011.

M. Signed ATTACHMENT 9 Financial Responsibility Form

N. No proposal will be received or considered unless the proposer is registered with the Construction Contractors Board (ORS 701.035) and unless the proposal contains, as part of the proposal, a statement of compliance by the proposer to the following:

- Any and all applicable provisions required by ORS 279C.800 through ORS 279C.870 and/or the federal prevailing rate of wage as required under the Davis Bacon Act (40 USC 276a et seq);
- Any and all applicable provisions of the Equal Employment Opportunity Act of 1972, The Civil Rights Act of 1964 as amended; and the Standard Federal Equal Employment Opportunity Construction Contract Specifications, Executive Order 11246 (as supplemented in 41 CFR, Part 60). The Proposer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications" as set forth, including the goals and timetables for minority and female participation.
- Any and all applicable provisions of the Copeland Act (40 USC 276c);
- Proposer's registration with the Construction Contractors Board as required by ORS 701.035 In accordance with ORS 279C.365 the proposal must contain a statement as to whether the proposer is a resident proposer, as defined in ORS 279A.120.

O. Withdrawal, Modification or Alteration of Proposal. No Proposer may withdraw its Proposal or any portion thereof after the time set for the opening of Proposals until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Proposal opening. Negligence on the part of the Proposer in preparing its Proposal confers no right to withdraw its Proposal after the scheduled closing time for filing Proposals.

Prior to the scheduled closing time for filing Proposals, changes may be made provided the changes are initialed by the Proposer or its Agent. If the intent of the Proposer is not clearly identifiable, the interpretation most advantageous to the City will prevail.

P. Failure to submit a complete proposal may result in disqualification.

III. City May Reject

The City of Springfield may reject any or all proposals not in compliance with all prescribed public proposal procedures and requirements, to waive minor irregularities not affecting substantial rights, and may reject for good cause any or all proposals upon a finding of the City of Springfield, it is in the public interest to do so, and to accept such proposals that in the opinion of the Springfield City Council are in the best interest of the City.

IV. Contact Person

Proposers may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate

Public Works Maintenance personnel when more detailed technical explanations are required, and upon receipt of response from City of Springfield Public Works Maintenance personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VIII).

V. Schedule For Selection Process

Proposals Advertised	June 13, 2011
Mandatory Pre-proposal Conference	June 21, 2011, 2:00pm local time
Request for Equal specification Evaluation	June 23, 2011, 4:00pm local time
Response to Equal specification Requests	June 27, 2011
Proposals Due/Opening	July 5, 2011, 2:00pm local time
First-tier subcontractors list	July 5, 2011, 4:00pm local time (if needed)
Notice of Intent to Award	July 7, 2011 (approximate)
Contract Awarded	July 14, 2011 (approximate)

VI. Selection Process

This is Request for Proposal so selection is based on the criteria outlined below. Contractor with the highest total point score will awarded the contract.

<u>Evaluation Criteria</u>	<u>Points</u>
Conformity of submitted proposal to this RFP	10
Company/Personnel experience (preference to companies with more large commercial experience)	20
References	10
Price (preference given to proposals with lower costs for specified services)	<u>60</u>
TOTAL	<u>100</u>

Proposals must be signed by a principal member of the proposing entity capable of binding the entity. Included with the signature should be principal’s written name, title, address, and telephone number see ATTACHMENT 3.

One original and (2) two copies of the proposal, clearly marked “**RFP # 549: P21061- City Hall and Depot Exterior Painting Project**” and contained in a sealed envelope or box shall be received no later than 2:00 PM local time, May 26, 2011 at the following address:

City of Springfield
 Administrative Services Dept.
 Attention: Jayne McMahan, Sr. Management Analyst
 225 Fifth Street,
 Springfield, Oregon 97477

Proposals will be opened on July 5, 2011 at 2:00 pm local time. All proposals shall be valid through 90 days after the RFP closing date.

VII. Late Proposals Not Considered

Proposals must be received by 2:00PM local time on July 5, 2011 at the address listed above. Any Proposals received after the deadline will not be considered. Faxed or emailed Proposals will not be accepted.

VIII. Addenda To RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide addenda to all Proposers to whom City provided the initial RFP. This includes the amendment of dates in the Schedule for Selection Process. Any

addenda so issued are to be considered part of the specifications of the RFP. City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

Addenda, including but not limited to City's response to Equal Specification determinations, may be downloaded from the City of Springfield home page (www.springfield-or.gov) by clicking on the Purchase/Contracts hyperlink, or by contacting Jayne McMahan at jmcmahan@springfield-or.gov. Prospective Proposers are requested to confirm receipt of downloaded Addenda by email to City of Springfield, Attn: Jayne McMahan at the above email address.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of City shall be final and binding upon all parties.

IX. Contract

The successful Proposers will be expected to enter into a contract with the City, ATTACHMENT 4 Sample Contract and meet all Prevailing Wage Rate, Bond and Insurance requirements.

A. PREVAILING WAGE

This project will require the payment of the current prevailing wage rate as outlined in the sample contract and by Bureau of Labor and Industry (BOLI), see ATTACHMENT 6.

B. CITY BONDING

The Contractor will be required to file with the City of Springfield at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a bond company acceptable to City (ATTACHMENT 2) in the amounts of one hundred percent (100%) of this Contract, which shall be in force for one (1) year after the date of City Council acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination.

C. Insurance Minimum Requirements

General Insurance The Independent 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will be endorsed with a "per project" aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. *The City, its employees, officials and agents will be named as Additional Insured's* where operations are being conducted related to this Contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. The City's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.

Workers' Compensation.

Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

Course of Construction and/or Installation Floater.

The Independent 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 interests of the City and Architect and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

Evidence of Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance Company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____(Contractor initials).

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

Subcontractors. Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

Asbestos Abatement (only applicable to Asbestos Contracts)

The commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

Railroad Protective Liability Coverage. If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

X. Negotiation of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made by the evaluation committee, Staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for award.

XI. City Selection Discretion

City reserves the right to reject any or all Proposals and to waive irregularities and informalities in the selection process. The City further reserves the right to negotiate, amend, and refine Proposals in consultation with one or more of the prospective Proposers.

XII. Proposal Ownership

All material submitted by the Proposers shall be considered property of City, and City shall not be required to return same to any Proposer. The material submitted by Proposers will be treated in the same manner as City's own records.

After Proposal opening, all Proposals become part of the public record and are available for public review unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their Proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Proposals.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XIII. Exceptions To RFP

If, for any reason, a Proposer should find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, to amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield home page (www.springfield-or.gov, click on the Purchase/Contracts page). Proposers who are unable or unwilling to meet one or more of the requirements of this RFP should include, as part of their response, written exceptions to those requirements.

XIV. Specification Change Requests

A prospective Proposer may deliver to Jayne McMahan, via email to jmcmahan@springfield-or.gov, a written request for change to any of the specification listed in this Request for Proposals. Such request shall be delivered on or before March 15, 2011 a written request for change shall include:

- A detailed description of the legal and factual grounds for the request,
- A description of the resulting prejudice to the prospective Proposers,
- A statement of the form of relief requested or any proposal changes to the specifications.

The City will review the specification change request and notify the prospective Proposer of the decision in writing prior to the RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Invitation to Proposal.

A submission of an equal specification is not a specification change request.

XV. Protest

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City's award of the Contract to another Proposer has 7 days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-030-0104(1) and specify the grounds upon which the protest is based.

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City's Contract award. Concerns must be submitted to:

Robert Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XVI. Cost Of Proposals

The City of Springfield is not liable for any costs incurred by vendors for the preparation and presentation of their Proposals. This includes any costs in the submission of a proposal or in making necessary studies or designs for the preparation thereof.

**ATTACHMENT 1
SCOPE OF WORK
Project P21061**

NOTE: All work shall be in accordance with the City of Springfield Standard Construction Specifications (<http://www.springfield-or.gov/pubworks/specs/specs.htm>) unless otherwise specified herein.

PART 1 - GENERAL

Project Overview

The City of Springfield (City) is requesting proposals from qualified Contractors to provide exterior painting services for two locations, Springfield City Hall and Historic Depot. The City intends that the project will be a complete project for preparation and painting of the two buildings. We plan to award this bid to one contractor but the bid is to be divided into two sections; Section 1 Springfield City Hall and Section 2 Historic Depot. The City reserves the right to accept or reject either or both of the Sections based on the best interests of the City. Project includes surface preparation, cleaning, removal of old defective coatings, surface repair and painting. Contractor shall supply all necessary preparation, installation, supplies, equipment and materials and cleanup necessary to provide complete project.

Overall Project Description and Scope of Work

1. Operations will include but not limited to: erection and removal of necessary scaffolding or lifts, protection of public from operations, protection of materials that remain, covering surrounding area with plastic or drop cloths to collect debris caused by the preparation and painting process. All work shall be done in accordance with highest standard of practice in the industry.
2. Codes and Standards: The buildings have been tested and the Historic Depot was found to contain lead paint. All work shall be furnished in conformance with all applicable codes, statutes or standards that apply to this work including but not limited to:
 - a. 2007 Oregon Structural Specialty code.
 - b. Any applicable Federal, State, or City of Springfield Codes, Standards and Ordinances, including these contract documents.
 - i. Section 1 Springfield City Hall, 225 5th Street has been tested for lead content. Tests verify that there **is no** Lead Paint present at this location.
 - ii. Section 2 Historic Depot, 101 South A Street has been tested for lead content. Tests verify that there **is Lead Paint present** at this location. However, it is City's understanding and interpretation that this location does not fall under the EPA "Renovation, Repair and Painting (RRP) Rule" as it does not qualify as a dwelling or housing and it is not a child care facility, school or child occupied facility. See the following web site for more information
<http://www.epa.gov/fedrgstr/EPA-TOX/2008/April/Day-22/t8141.htm>
 - c. Any items of work required by the above codes and standards but not specifically shown or mentioned shall be provided without additional cost.
 - d. Contractor is responsible for acquiring and paying for all permits and scheduling and passing any necessary inspections
3. Location: Work will be performed on the Springfield City Hall 225 5th Street and Historic Depot 101 S. A Street both in Springfield, Oregon 97477.
4. Scope of Work:
 - a. The Contractor shall provide miscellaneous items necessary to completely prepare these buildings for a new paint. Surfaces to be painted are shown on the attached plans and elevations. In general all exterior building surfaces will be painted except walkways, stairs and the wooden fascia of City Hall. The contractor shall make a field inspection of project site and determine the extent, cost, and methods necessary

to properly accomplish the project. Both sites are active Public Buildings that operate from 8-6 Monday through Saturday. Caution shall be taken to protect the buildings from damage and to protect the public, and vehicles in parking lots and City streets. Contractor will need to work with the City to schedule work around certain activities. For example, every Friday through October, City Hall is the site of the Springfield Farmer's Market. Contractors will need to accomplish work in this area of City Hall on Saturdays through Thursdays and either completed or at least cleaned up and away from this area by Fridays at 11:00 a.m.

- b. Site Access and Care: The contractor shall be given such access to the site as necessary to complete the project. City will also allow the contractor to stage at the project sites. Staging areas shall be fenced and out of the way of pedestrian and vehicle traffic. Final staging locations must be approved by the Project Manager. Contractor shall protect existing features that stay during project, and will be responsible for any damage caused by project. Contractor shall repair any damage at his sole expense. Contractor shall perform to the highest standard of practice in the painting industry. As much of the work is on or near public Rights-of-way it is recommended that elevated work is accomplished using scissor lifts and booms as opposed to scaffolding.
 - c. Contractor shall make necessary arrangements to protect the public in the project area. Such precautions may include, but not limited to cleanup, locking up of equipment and materials, fencing storage and construction areas or installing barricades for pedestrians or traffic. All materials shall be new, unused and free of defects and imperfections. All contractors' activities shall maintain building and elevator access. Any change to the elevator access requires prior written approval from the project manager. No fire exits shall be blocked or closed during painting operations. Also, any and all traffic closures shall be coordinated and approved through the City's Traffic Engineering Department.
 - d. Work shall be accomplished as described in these specifications and on the attached plans. Taking all necessary precautions as required by law or best practice.
5. The Contractor shall review the information provided by the City and visit site to verify conditions and make calculations and determinations of how to best provide the required service. Base estimates on amount and types of areas to be prepared.
 6. The Contractor shall determine lifts, ladders and/or scaffolding equipment necessary for execution of project. The Contractor shall determine the materials and labor necessary to furnish adequate protection for surfaces and objects inside and outside the building and for adjoining work using drop cloths, masking and covering or removal of hardware, trim, light fixtures and other finished items that could be damaged by preparation activities; and re-installing of removed items. Care shall be taken not to damage any of the existing walls, electrical equipment, mechanical equipment or roofing during the work, use or removal of the scaffolding. Any damage shall be repaired at the contractor's sole expense.
 7. All work performed shall carry a minimum 1-year warranty from date of acceptance by City Council on materials and workmanship.
 8. Contractor is responsible for leaving the site in a neat and workman-like appearance during and after the project. This will include clean up of all debris, collecting drop cloths, safe and sanitary disposal of all material containers, etc. generated during completion of the project. Further, contractor shall remove soiled rags; waste and trash generated by their work at the end of each work day and take all standard professional precautions to avoid contamination of the environment as required by law and to protect the public from operations. Contractor shall prepare and submit for approval a plan for containment that outlines how contractor will keep contaminants, waste and debris out of the City's Storm Water system.
 9. Successful contractor will be required to execute contracts and payment and performance bonds the project and name the City of Springfield as "Additional Insured" during the project time.

10. Prior to starting work, contractor shall submit a Schedule of Values that the City can use for verification of payment applications.
11. The Contractor will be required to start work within 7 days of the Notice to Proceed and work is to be completed in 45 calendar days from issuance of notice to proceed. Work on Saturdays and/or Sundays may be required to avoid crowd conflicts between contractors and patrons/staff. Contractors shall work with the City to adjust the schedule to accommodate the work and special events or activities being held at these facilities while the work is being completed.
12. Interested bidders shall attend the mandatory pre-bid conference with representatives from the City at 2:00 p.m. on Tuesday June 21, 2011 at 225 5th Street, conference room 3, Springfield, OR 97477. Contractors failing to attend a mandatory pre-bid conference will not be eligible to propose.

COLOR SAMPLES

1. Submit 2 Samples of each specified Finish, Color, and Sheen.
2. Minimum Sample Size: 8-1/2 x 11 inches
3. Sample Substrates:
 - a. For Paint: Stiff Paper, or approved.
4. Obtain the City Project Manager's acceptance before proceeding with Contract Work.

FIELD MOCK UP

1. Before proceeding with Contract Work, apply where agreed upon by all parties, to illustrate each specified Coating on actual Work Surfaces. Area that will be selected is to have all materials and colors to illustrate quality, coverage, edges and joint work.
2. Accepted Mock Up represents Minimum Acceptance Standard for Subsequent Work.
3. Accepted Mock Up, in like-new condition, may be used in Contract Work.
4. Prior to starting Project Work, adjust Mock-up Colors and quality of coverage as directed by the City Project Manager's and Owner at no additional cost to Owner.

PAINT PRODUCT DELIVERY, STORAGE, & HANDLING

1. Deliver in Manufacturer's original, unopened Containers with legible Labels intact.
2. Do not open Containers or remove Labels until the City Project Manager's inspects.
3. Store in suitable location where directed by General Contractor.
4. Protect against damage and contamination.
5. Remove unacceptable Materials from Project Site.

PAINT OR PRIMER PRODUCT LABELS

1. Each Product Container Label shall include:
 - a. Manufacturer's Name
 - b. Type of Material
 - c. Manufacturer's Product Number
 - d. Manufacturer's Batch Number
 - e. Color

WORK SPACE ENVIRONMENTAL REQUIREMENTS

1. Comply with Manufacturer's recommendations.
2. Perform Work only under the following conditions, unless otherwise instructed by Manufacturer:
3. Maximum Relative Humidity: 85%
4. Minimum Dew Point Variance between Air & Surface Temperature: 5°F.

5. Minimum Ambient Air & Surface Temperature during application and until Film is dry-hard thereafter: 45°F.
6. At Epoxy Coatings: 70°F.
7. Elsewhere: 45°F.
8. Do not work:
 - a. Where Dust, Air-borne Particles, or Insects are present.
 - b. Where Inclement Weather may damage Coating Surface.
 - c. With less than 30 ft. candles of Available Light measured 3 ft. above adjacent Ground or Floor

PART 2 - PRODUCTS

GENERAL

1. Products for each general purpose shall be of same Manufacturer. Do not use Products of different Manufacturers over one another, except for Shop Prime Coats specified in other Sections.
2. Products shall be free of Lead and Mercury and must comply with Federal VOC requirements.
3. Products shall have good flowing and brushing properties and shall dry or cure free of Blemishes or Sags.
4. Products shall not exceed Code-required Flame-spreads or Smoke-developments.

COATINGS

1. Products listed below in Paint Schedule shall comply with attached Approved Products List.
 NOTE: "Brand Name or Equal Specification" means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements. Such specifications authorize bidders or proposer to offer goods or services that are equivalent or superior to those brands named or described in the specification. No substitutions shall be made without prior written approval. All materials shall be pure, of top quality and approved by the project manager with technical input from the project architect.

EXTERIOR CONCRETE, MASONRY, & PLASTER (STUCCO) PRIMER		
Company	Benjamin Moore	
Premium Grade	Fresh Start All Purpose Acrylic Primer 023	
EXTERIOR WOOD PRIMER under Acrylic Enamel		
Company	Benjamin Moore	
Premium Grade	Fresh Start All Purpose Acrylic Primer 023	
EXTERIOR WOOD PRIMER under Alkyd Enamel		
Company	Benjamin Moore	
Premium Grade	Fresh Start All Purpose Acrylic Primer 023	
EXTERIOR FERROUS-METAL PRIMER		

Company	Benjamin Moore	Coronado	
Premium Grade		Corotech	

		HD DTM Primer 180-11	
Best Commercial Grade	P04 Acrylic Metal Primer		
EXTERIOR GALVANIZED METAL PRIMER			
Company	Benjamin Moore	Coronado	
Premium Grade		Corotech HD DTM Primer 180-11	
Best Commercial Grade	P04 Acrylic Metal Primer		
EXTERIOR FLAT-GLOSS ACRYLIC ENAMEL			
Company	Benjamin Moore		
Premium Grade	Moorlife Exterior Flat Finish (N105)		
EXTERIOR EGGSHELL-GLOSS ACRYLIC ENAMEL			
Company	Benjamin Moore		
Premium Grade	Moorgard Low Lustre Exterior (N103)		
EXTERIOR SEMI-GLOSS ACRYLIC ENAMEL			
Company	Benjamin Moore		
Premium Grade	Moorglo Soft Gloss N096		

2. Products shall meet or exceed VOC and Chemical Component limits of Leadership in Energy & Environmental Design (LEED) Green Seal GS-11 requirements, including the following:
- a. Maximum VOC Content:
 - i. Flat & Eggshell Waterborne Latex (Acrylic) Emulsion Paint, if any: 50 grams/liter
 - ii. Semi-gloss & Gloss Waterborne Latex (Acrylic) Emulsion Paint, if any: 150 grams/liter
 - iii. Oil-based Paint, if any: 380 grams/liter
 - iv. Waterborne Epoxy, if any: 200 grams/liter
 - v. Water-based Polyurethane Transparent Stain, if any: 170 grams/liter
 - b. Maximum Aromatic Hydrocarbon Content:
 - i. Oil-based Paint, if any: 10%
 - c. Minimum Post-consumer Recycled Content:
 - i. For Exterior Use, if any: 90%
 - ii. For Light Colors, if any: 50%
 - d. Maximum Biocide Content, if any: 0.025%

COLORS

Section 1: City Hall

1. See Color Schedule on Drawings.
2. Deep Tone Colors will be limited to where shown on drawings:
3. Walls: Light and Medium
4. Ceilings: Light
5. Door Frames: Dark
6. Doors: Dark

7. Exterior Trim: Dark

Section 2: Historic Depot

1. See Color Schedule on Drawings.
2. See <http://www.nilesdepot.org/centerville/colors.html> for information on Depot color theory.

MIXING & TINTING

1. Follow Manufacturer's instructions.
2. Unless otherwise instructed by Manufacturer, deliver Coatings factory-mixed to Jobsite.
3. Job-mix and Job-tint only when required by Manufacturer.
4. Mix only in clean, rust-resistant Containers.
5. Use Tinting Colors recommended by Coating Manufacturer.
6. Where Thinner is used, do not exceed Coating Manufacturer's recommendations. Do not use Kerosene or Organic Solvents to thin Water-based Coatings.
7. Factory-add Fungicidal Agent to all Exterior Coatings.

EXTRA STOCK

1. Submit, in previously unopened Containers, 5 gallons of each color of each Top Coat.
2. Label each Container with Product-identification and Use-location.

Store on Project Premises where directed by Owner

PART 3 - EXECUTION

EXISTING CONDITIONS

1. Examine Surfaces to receive Coatings for existing conditions that could adversely effect Work execution, permanence, or quality. Give particular attention to existing Coated Surfaces scheduled to receive new Coatings.
2. Prior to starting Work, determine defects requiring correction. Make corrections as required.
3. Do not start Work until conditions are satisfactory. Applying Coatings to defective Substrates indicates acceptance of Defective Substrate by Painter, and Painter shall bear all costs to produce acceptable Work, including re-painting entire Surface (No touch-up painting).

PROTECTING WORK

1. Protect against damage and discoloration caused by Work of this Section.
2. Prior to painting, remove or otherwise protect any Finish Hardware, Accessories, Cover Plates, Lighting Fixtures, signage and similar Items. After painting, reinstall Removed Items and remove Protective Coverings. The City will be providing new signs to replace the ones taken down prior to painting. Contractor shall reinstall signs using the same fastening detail the ones removed.
3. Do not dump Waste Materials, including Thinners, into Landscape Planting Beds, Plumbing Fixtures, or Storm Drains.
4. Cover or otherwise protect Paint Storage and Mixing Rooms.

FIRE PROTECTION

1. Take extraordinary care to prevent Fire.
2. Open Coating Containers only when needed.
3. Keep Rubbing Cloths and Oily Rags submersed in Water.
4. Contractor shall maintain all fire exits from the buildings and maintain safe access routes in the event of an evacuation.

SURFACE PREPARATION

1. General:
 - a. Prepare all surfaces per Manufacturer's recommendations for appropriate finish coatings.
 - b. Remove any Loose Material, Dirt, Dust, or Foreign Matter.
2. Concrete:
 - a. Where necessary for Coating-adhesion, etch Concrete with Muriatic Acid Solution. Following treatment, rinse thoroughly and dry.
3. Masonry:
 - a. Remove any Efflorescence and other Bond-reducing Substances.
4. Plaster & Gypsum Board:
 - a. Repair any Holes, Cracks, Ridges, etc.; and smooth Repairs by sanding.
 - b. Wipe-down or vacuum Surfaces to remove any residual Dust.
5. Zinc Alloy & Galvanized Steel:
 - a. Thoroughly clean with Solvent or pressure-wash with Detergent in hot Water.
 - b. Etch Metal with Metal Conditioner or in accordance with Steel Structures Painting Council Specifications.
6. All other Non-galvanized Ferrous Metal:
 - a. Remove any Rust, Grease, Oil, or loose Scale.
7. Wood Doors:
 - a. Are not included in this bid.
8. Other Wood:
 - a. Clean Soiled Surfaces with Alcohol, or approved.
 - b. Remove any Mildew by scrubbing with Trisodium Phosphate Solution, treat with Bleach Solution, rinse with clean Water, and allow Surfaces to completely dry before proceeding with remaining work. Except at Rough-sawn Surfaces,
 - c. At Opaque Coatings seal any Knots, Pitch, and Resinous Sapwood before Primer Coat application.
 - d. Fill any Voids, including set Nail and other Fastener Holes. At any Natural-finished Wood, color Filler to match Wood.
9. Surfaces to receive Epoxy Enamel:
 - a. Follow Coating Manufacturer's instructions.

COATING APPLICATION

1. General:
 - a. Follow Coating Manufacturer's instructions.
 - b. Except as otherwise specified hereunder, apply Coatings with suitable Brush, Roller, or Spray Equipment recommended by Coating Manufacturer.
 - c. Back-roll or brush-in spray-applied Primer Coats to assure Coating penetration.
 - d. Maintain Brushes, Rollers, and Spray Equipment clean, free from contaminates, and suitably prepared for conditions of use.
 - e. Do not exceed Coating Manufacturer's specified Coating Application Rate.
 - f. Follow Coating Manufacturer's recommended Drying Time between succeeding Coats.
 - g. Apply Finish Coats smooth, free of Brush Marks, Streaks, Laps, Coating Pile-up, and Skips.
 - h. Leave any Moldings and Ornaments clean, true to detail, and without excessive Coating build-up in Corners and Depressions.
 - i. Where Coating abuts other Materials or Colors cut Coating Edge clean, sharp, and with no overlap. Make cuts as directed by Architect.
 - j. In addition to Door Faces, finish Door Tops, Bottoms, and Edges as specified below. If necessary, remove Doors from Frames.
 - k. Tint each Coat progressively lighter to enable confirmation of Coat quantities where previously not painted.
 - l. Sand and dust between each Coat to provide anchor for succeeding Coats, and to remove any Defects visible from 36 inch minimum distance.
 - m. Extend Paint Finish behind Wall-mounted Items.

- n. Where recoating required, no touch up is allowed. Cover entire surface area to nearest material change or break in area such as corners, floors and ceilings.
- o. Painted Work:
- p. Exterior Concrete Block:
 - i. Finish Coats:
 - 1. Apply coat by Spray Applicator.
 - 2. Approximate Application Rate: 75 sq. ft. per gal.
 - 3. Minimum Finish Coat Dry Film Thickness: 18 mils
 - 4. Surface Texture:
 - i. Coat: Match Architect-accepted Sample.
- q. Flat Metalwork, including Doors: Apply Paint with Roller or Airless Spray Equipment only. Do not apply by Brush.
- r. Roller-applied High-build Coatings: Do not "move" Paint with roller, or stop rolling prior to roller going dry. Remove roller marks by back-rolling, using minimum possible pressure, and rolling in 1 direction only.

FIELD QUALITY CONTROL

1. Before proceeding with remaining Work, request Architect to inspect Mock up for acceptability.
2. Immediately following application, Wet Film Thickness of Coatings may be tested in compliance with ASTM D-4414.
3. After 14 calendar days following application, Coatings may be tested as follows:
 - a. In compliance with ASTM D-4138, Dry Film Paint Thicknesses may be measured using a Mark II Tooke Coating Inspection Gage, or a similar Precision Instrument, designed for measuring Paint Coating Thicknesses. Touch-up Test Surface, which will measure approximately 1 sq. inch per Test.
 - b. In compliance with ASTM D-3359 Tape Test, Coating Adhesion may be determined.
4. Recoat any Work which fails Test.

WASTE MANAGEMENT

1. Surplus Paint: Set aside for Owner's reuse or donate to Organization such as Habitat for Humanity.
2. Partly-used Paint Containers: Tightly-seal and store in protected, well-ventilated, fire-safe area maintained at moderate temperature, and designated for hazardous materials
3. Do not dispose of Coatings or Solvents by pouring on Ground, into Toilets, or into Storm Drains. Place in suitable Containers for proper disposal.

PRODUCT CLEANING & REPAIRING

1. Remove any Spills, Splatters, and Stains including those in Paint Storage and Mixing area.
2. Unless otherwise approved, refinish entire Surface where portion of Coating is unacceptable.
3. Including Work of other Trades, clean, repair and touch-up, or replace when directed, Products which have been soiled, discolored, or damaged by Work of this Section.
4. Remove Debris from Project Site upon Work completion, or sooner if directed.

PROTECTING COMPLETED WORK

1. Post Signs and install Barricades where necessary to protect Completed Work of this Section against damage and discoloration.

PART 3 - EXECUTION

PAINTING SCHEDULE

1. General:
2. Prime Coats specified below may be omitted from Existing Finished Surfaces, provided Existing Coating is sound.
3. Exterior Concrete Block:
 - a. Latex Paint
 - b. 2 coats Eggshell-gloss Latex Enamel
 - c. Minimum Dry Film Thickness: 4.0 mils
4. Exterior Concrete: & Plaster:
 - a. Exterior Latex Paint
 - b. 2 coats Eggshell-gloss Latex Enamel
 - c. Minimum Dry Film Thickness: 4.0 mils
5. Exterior Plaster Soffit:
 - a. Exterior Latex Paint
 - b. 2 coats Eggshell Flat Latex Enamel
 - c. Minimum Dry Film Thickness: 4.0 mils
6. Exterior Galvanized Steel:
 - a. Latex Enamel
 - a. coat Galvanized Primer, followed by:
 - b. coats Semi-gloss Latex Enamel
 - b. Minimum Dry Film Thickness: 4.0 mils
7. Exterior Steel Handrails:
 - a. Polyurethane Enamel
 - b. 1 coat Epoxy Coating followed by:
 - a. coats High Gloss) Polyurethane Enamel
 - c. Minimum Dry Film Thicknesses: 5.0 mils
8. All Other Exterior Ferrous Metal:
 - a. Latex Enamel
 - b. 1 coat Bonding Primer followed by:
 - c. 2 coats Semi-gloss Latex Enamel
 - d. Minimum Dry Film Thickness: 4.0 mils
9. Exterior Woodwork:
 - a. Latex Enamel
 - b. 1 coat Latex Primer followed by:
 - c. 2 coats Semi-gloss Latex Enamel
 - d. Minimum Dry Film Thickness: 4.0 mils
10. Exposed Mechanical & Electrical Work:
 - a. Exterior Metal, including Work on Roof:
 - a. Finish same as other Exterior Metal of same kind.

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were or equipment was, furnished or supplied or for whom the labor was done or performed within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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

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

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

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

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

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount paid by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" 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.

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

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

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

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

§ 18 Modifications to this bond are as follows:

SAMPLE

REPRODUCTION

REPRODUCTION

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____
Name and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

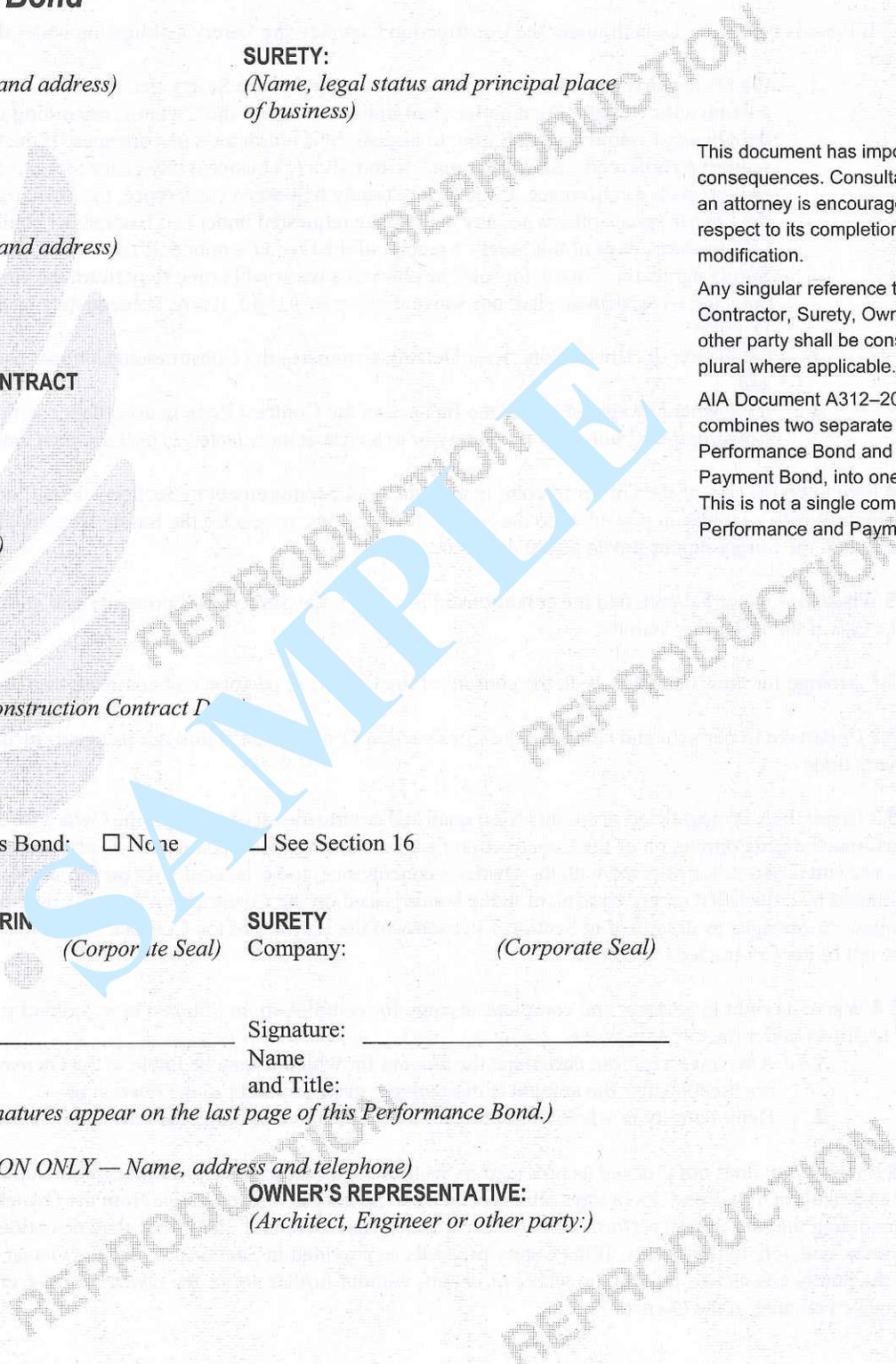
AGENT or BROKER:

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 or its heirs, executors, administrators, successors and assigns.

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

§ 11 Any proceeding, legal or equitable, under this Bond 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 a declaration of Contractor Default or within two years after the Contractor ceases 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 suit shall be applicable.

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

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance 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.

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

SAMPLE

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

REPRODUCTION

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ATTACHMENT 3

Authorization to Legally Bind Proposer

The person executing this Proposal and the instruments referred to herein on behalf of the Proposer has the legal power, right, and actual authority to submit this Proposal, and to bind the Proposer to the terms and conditions of this Proposal.

Firm Name: _____ Email: _____

Mailing Address: _____ Physical Address: _____

City, State, Zip _____

Phone Number: _____ Fax Number: _____

Taxpayer ID # _____ CCB # _____

Bidders Authorized Representative _____ Title _____

Phone Number: _____ Fax Number: _____

Section 1 City Hall

<u>Item</u>	<u>Est. Qty</u>	<u>Units</u>	<u>Unit \$</u>	<u>Total \$</u>
Prepare and paint City Hall 225 5 th Street, Springfield	1	Lump Sum	_____	_____
TOTAL SECTION 1			_____	_____

Section 2 Historic Depot

<u>Item</u>	<u>Est. Qty</u>	<u>Units</u>	<u>Unit \$</u>	<u>Total \$</u>
Prepare and paint Depot 101 S. A Street, Springfield	1	Lump Sum	_____	_____
TOTAL SECTION 2			_____	_____

\$

The above is the total proposal as entered herein

(Signature of person authorized to bind Proposer)

Dated

Print Name of Person Signing as authorized to bind Proposer

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4. **Sourcing.** This contract is pursuant to award of City RFP #549 City Hall and Depot Exterior Painting Project P21061.
5. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an “Independent Contractor” as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit “A” attached hereto and incorporated herein by this reference.
6. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, ORS 279B.235, ORS, 279C.505, ORS 279C.515, ORS 279C.520, ORS 279C.525, ORS 279C.530, ORS 279C.830, and ORS 279C.510, and as more fully set forth on Exhibits “A” and “B” attached hereto and incorporated herein by this reference.
7. **City Standards.** All work shall be in accordance with the City of Springfield Engineering Design Standards and Procedures and Standard Construction Specifications CHAPTER 2 General Provisions (Section 2.1-100). These provisions are available online at <http://qcode.us/codes/springfield-development/>
8. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
9. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
10. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
11. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
12. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
13. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor’s normal charge for the type of services provided.
14. **Indemnification and Hold Harmless.** The Independent Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in

connection with performance if this Contract by the Independent Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 13 shall not negate Independent Contractors obligations in this paragraph.

15. Insurance.

- 15.1 General Insurance.** The Independent 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage. The policy will be endorsed with a “per project” aggregate endorsement. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as Additional Insured’s where operations are being conducted related to this Contract, on the General Liability policy as respects to work or services performed under this agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor’s agents, representatives or subcontractors. The City’s additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance the City may carry on its own. If the City requires Professional Liability coverage, the City Risk Manager must approve the terms, conditions and limits prior to commencement of any work.
- 15.2 Workers’ Compensation.** Independent Contractor shall provide and maintain workers’ compensation coverage for its employees, officers, agents, or partners, as required by applicable workers’ compensation laws.
- 15.3 Course of Construction and/or Installation Floater.** The Independent 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 interests of the City and Architect and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage. **Evidence of Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence. **Notice of Cancellation or Material Change in Coverage.** he certificate of insurance shall contain a requirement that the

Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____(Contractor initials).

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

15.5 Subcontractors. Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

15.6 Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

15.7 Asbestos Abatement (only applicable to Asbestos Contracts)

The commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

15.8 Railroad Protective Liability Coverage. If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.

16. Prevailing Wage Rate Provisions. *Oregon law requires that if prevailing wage rate law applies a public agency must pay the prevailing wage rate for all contracts over \$50,000. The prevailing wage rate requirements, and other requirements associated with the prevailing wage rate, apply to the provisions outlined in this Section 15 and in sections 16 through 19 below.*

Notice

In the event that total cost of the contract as specified in Section 1 "General Requirements" does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$50,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.

A. Prevailing Wage Rate

It is agreed that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid not less than the applicable prevailing wage rate. Prevailing wage rate payments include fringe benefits, for each trade or occupation in the locality where such labor or work is performed, as determined by the commissioner, in which the workers are employed. The existing rate of wage is the rate, in effect at the time the initial specifications were first advertised for proposal solicitations as determined by the Commissioner of the Bureau of Labor and Industries under ORS279C.815(2)(b).

The Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall give notice to employees working on the contract project in writing, either at the time of hire or before commencement of work on the Contract, and by posting a notice in a conspicuous location which is accessible to and frequented by employees, of the number of hours per day and days per week that the employee may be required to work as specified in ORS 279C.520. The posting must remain in place for the duration of the job.

No person will be employed by the Contractor or Subcontractor for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and one-half the regular rate of pay for all times worked in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on a Saturday, Sunday and on any legal holiday specified in ORS 279C.540.

As specified in 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, or the assignee of the person, in connection with the public works contract as such claim becomes due, the City of Springfield may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- 17. Submission of Certified Payrolls.** As specified in ORS 279C.845, the Independent Contractor or the Independent Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Independent Contractor or the Subcontractor has employed upon the public works, and further certifying 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. The certificate and certified statement shall be verified by the oath of the Independent Contractor or the Independent Contractor's surety or Subcontractor or the Subcontractor's surety that the Independent Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Independent Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5th day of the following month for which the certified statement and certificate are being presented. This information must be submitted to the City and also retained by the Independent Contractor and Subcontractor(s) for three years.

Contracting agencies and general contractors are required to withhold 25% of amounts to Contractors if certified payrolls are not filed by the Contractor as required for work performed on projects subject to the prevailing wage rate law. Failure of Contractors to comply with the certified payroll filing requirements of the law, therefore, will result in a negative fiscal impact to those Contractors of up to 25% of their amount owed.

- 18. Fee To Be Paid.** The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.

The Contractor shall promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

- 19. Bonding.** The Independent Contractor shall file with the CITY at the time of execution of this Agreement, a Performance and Payment Bond issued by a Bonding Company acceptable to the CITY in the amount of 100 % of the cost of the Agreement. These bonds shall be in force for one (1) year after CITY acceptance of the work to cover all guarantees against defective workmanship, materials and execution in accordance with this Agreement, and to guarantee payment to all persons supplying labor and materials for this Agreement.

As specified in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, Contractors and Subcontractors are required to file with Construction Contractors Board a public works bond with a corporate surety in the amount of \$30,000 before starting work on a Contract or Subcontract for a public works project subject to the provisions of Prevailing Wage Rate Law (ORS 279C.800 to ORS 279C.870). The bond shall be mailed or otherwise delivered to the Construction Contractors Board at the following address:

Construction Contractors Board
P.O. Box 14140
Salem, OR 97309-5052

Specific exemptions from this requirement were expanded with House Bill 2776 as follows:

Exemptions from the bond requirement may be granted under specific circumstances as outlined in ORS 279C.836(7) for certified disadvantaged, minority, women or emerging small business enterprises. The Independent Contractor shall contact BOLI regarding qualifications for such exemptions.

If qualified the enterprise must provide the Construction Contractor's Board with written notification of its certification. In addition, the enterprise must notify the City that a public works bond has not been filed and provide proof of qualification prior to commencing work.

By signing this Contract, the Independent Contractor certifies that the Independent Contractor or any Subcontractor who will perform work under this Contract, will file a public works bond with the Construction Contractors Board prior to beginning work on this project.

- 20. BOLI Ineligible List.** As specified in ORS 279C.860 no Contractor,

Subcontractor, or any firm corporation, partnership, or association in which the Contractor or Subcontractor has a financial interest who appears on the list of Contractors eligible to receive Public Works Contracts, as established by the Bureau of Labor and Industries, shall perform work under this contract. By signing this Contract, the Independent Contractor certifies that neither the Independent Contractor nor any Subcontractor who will perform work under this contract, appears on the most current list of Contractors Ineligible to Receive Public Works Contracts.

- 21. Indian Graves.** The Independent Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event the Independent Contractor or any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Independent Contractor is fulfilling this Contract, the Independent Contractor will immediately safeguard the artifacts and site, halt construction activities at the area of the find, and immediately notify City. Such artifacts may include but not be limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over to the City for appropriate disposition in accordance with applicable law. Upon receipt of notification the City will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Independent Contractor and City will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Independent Contractor and the City shall make reasonable adjustments.

- 22. Liquidated Damages.** It is agreed the CITY and the Independent Contractor that prior to the execution of this Agreement, discussion and negotiation has occurred concerning the need for a damage provision in the event the Independent Contractor fails to complete the work within the contract time specified, or extension thereof by the CITY. CITY and the Independent Contractor further agree that the Independent Contractor shall be liable to the CITY for fixed, agreed and liquidated damages for each and every calendar day in the amount of \$500 per day. CITY and Independent Contractor agree that: (a) the amount so fixed is reasonable forecast of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that incapable or very difficult or accurate estimation; and (c) the amount so fixed is not fixed as a penalty to coerce performance of the Agreement but is rather intended to be a genuine pre-estimation of injury to the CITY in lieu of performance within the contract time by the Independent Contractor.

- 23. Employee Drug Testing.** By signing this Agreement, Independent Contractor certifies that it has in place and will maintain in place over the life of this Agreement an employee drug testing program pursuant to ORS 279C.505.

- 24. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification

to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

25. **Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
26. **Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
27. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
28. **Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
29. **Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
30. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
31. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
32. **Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services

performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

- 33. **Severability.** If any provision of this Agreement is declared by a court 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 the Agreement did not contain the particular provision held to be invalid.
- 34. **Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 35. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 36. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 37. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 38. **Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 39. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
- 40. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600, and as follows:

A person is customarily engaged in an independently established business if any three of the following requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed-price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
3. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
4. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
5. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

EXHIBIT "B"

**City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws**

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 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. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 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. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, co partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be 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 designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one

week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).

- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, 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 hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) 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. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) 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. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).
- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a 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 is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be 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 designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
- b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
- c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

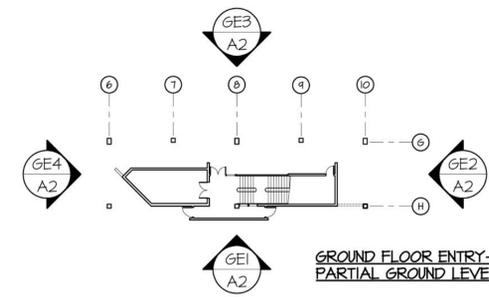
An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful proposer to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful proposer encounters a condition not referred to in the solicitation documents, not caused by the successful proposer and not discoverable by a reasonable pre-proposal visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful proposer shall immediately give notice of the condition to the contracting agency. The successful proposer may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) 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. All employers shall comply with ORS 656.017. ORS 279C.530.

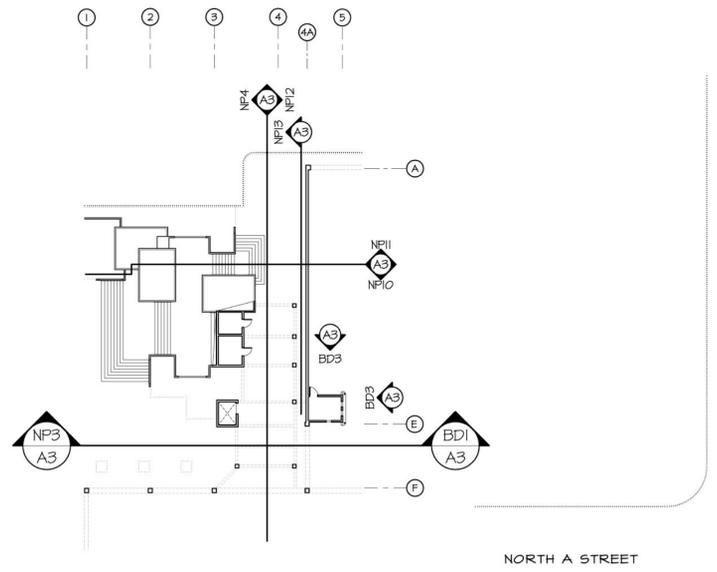
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

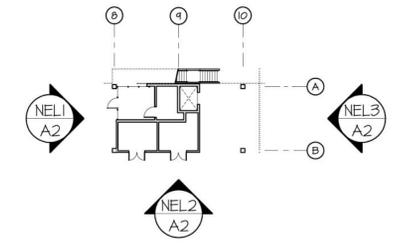
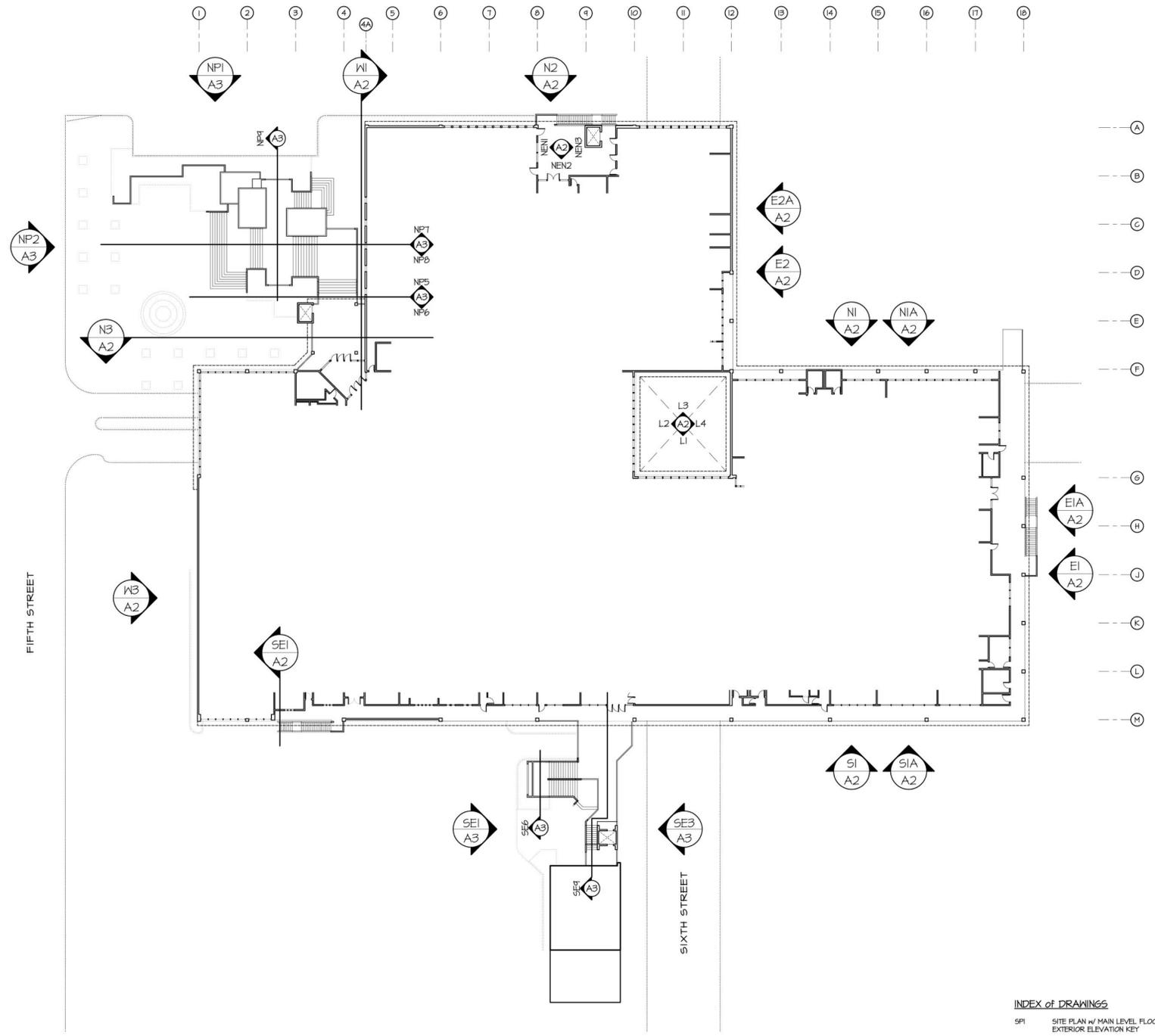
- 23) Contractor must salvage or recycle construction and demolition debris, if feasible**



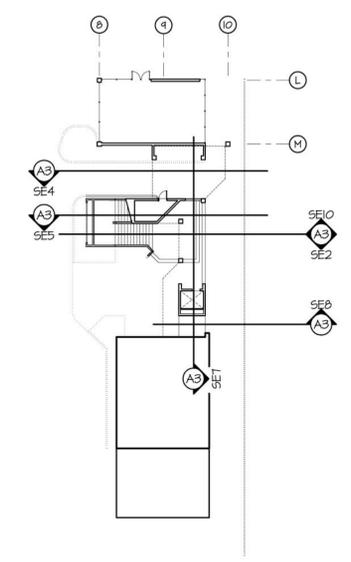
GROUND FLOOR ENTRY-
PARTIAL GROUND LEVEL PLAN



NORTHWEST ENTRY PLAZA and BOOK
DEPOSITORY- PARTIAL GROUND LEVEL PLAN



NORTH ELEVATOR-
PARTIAL GROUND LEVEL PLAN



SOUTH ENTRY PLAZA-
PARTIAL GROUND LEVEL PLAN

- INDEX of DRAWINGS**
- SP1 SITE PLAN w/ MAIN LEVEL FLOOR PLAN
EXTERIOR ELEVATION KEY
 - A1 PARAPET DETAILS
 - A2 EXTERIOR ELEVATIONS- BUILDING
 - A3 EXTERIOR ELEVATIONS-
NORTHWEST ENTRY PLAZA and
SOUTH ENTRY PLAZA

**SITE PLAN w/ MAIN LEVEL FLOOR PLAN/
EXTERIOR ELEVATION KEY**

FACADE REMODEL
SPRINGFIELD CITY HALL
225 5th STREET
SPRINGFIELD, OREGON

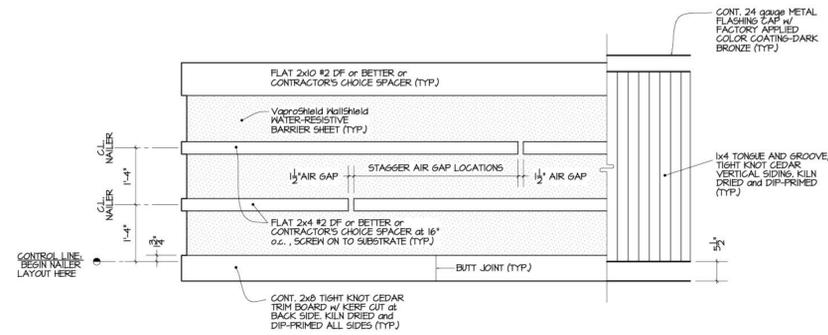
GARY MOYE ARCHITECT, INC.
2437 COLUMBIA STREET
EUGENE, OREGON 97403
(541) 343-3658 fax (541) 343-6371

DATE: 13 DEC 10
SCALE: 1/32" = 1'-0"
REVISION:

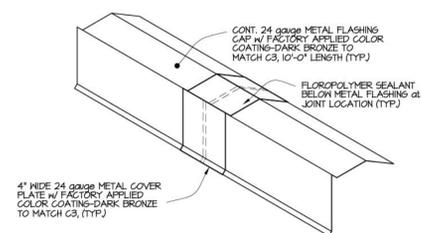


SP1

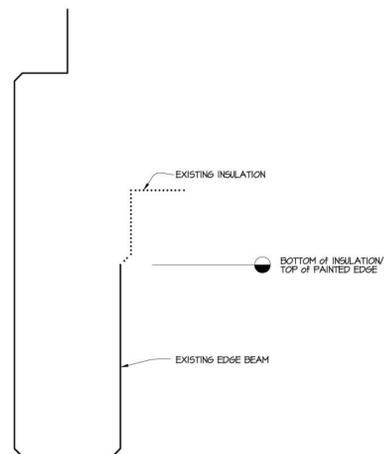




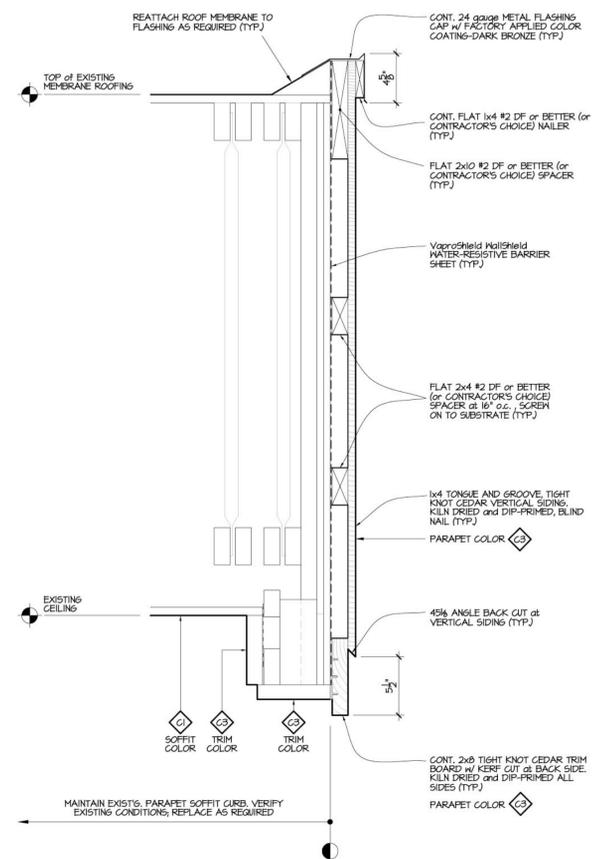
5 NEW PARAPET ELEVATION
SCALE: 1/2" = 1'-0"



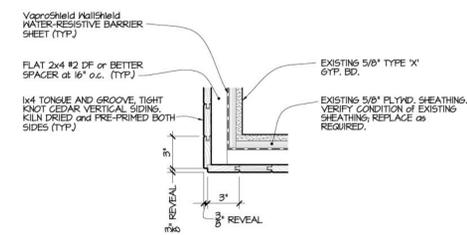
6 ISOMETRIC- COVERPLATE at GAP FLASHING
SCALE: 1 1/2" = 1'-0"



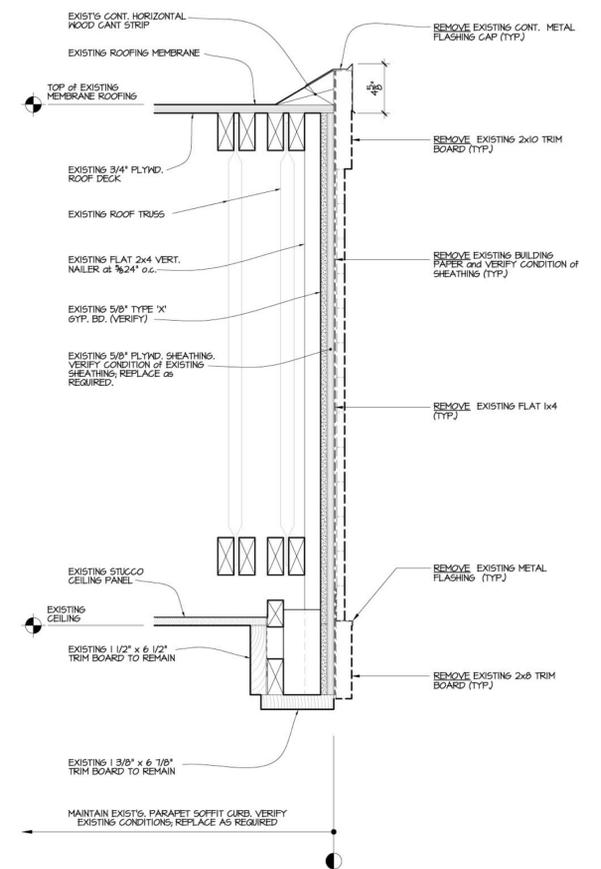
7 SECTION PROFILE thru EDGE BEAM (extent of painting)
SCALE: 1 1/2" = 1'-0"



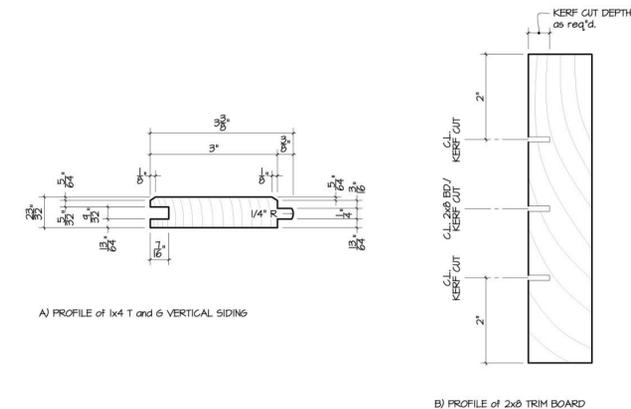
3 PARAPET SECTION showing NEW EXTERIOR SHEATHING
SCALE: 1 1/2" = 1'-0"



4 PLAN- CORNER of NEW PARAPET SHEATHING
SCALE: 1 1/2" = 1'-0"



1 PARAPET-EXISTING CONDITIONS and DEMOLITION
SCALE: 1 1/2" = 1'-0"



2 WOOD PROFILES
SCALE: HALF-SCALE



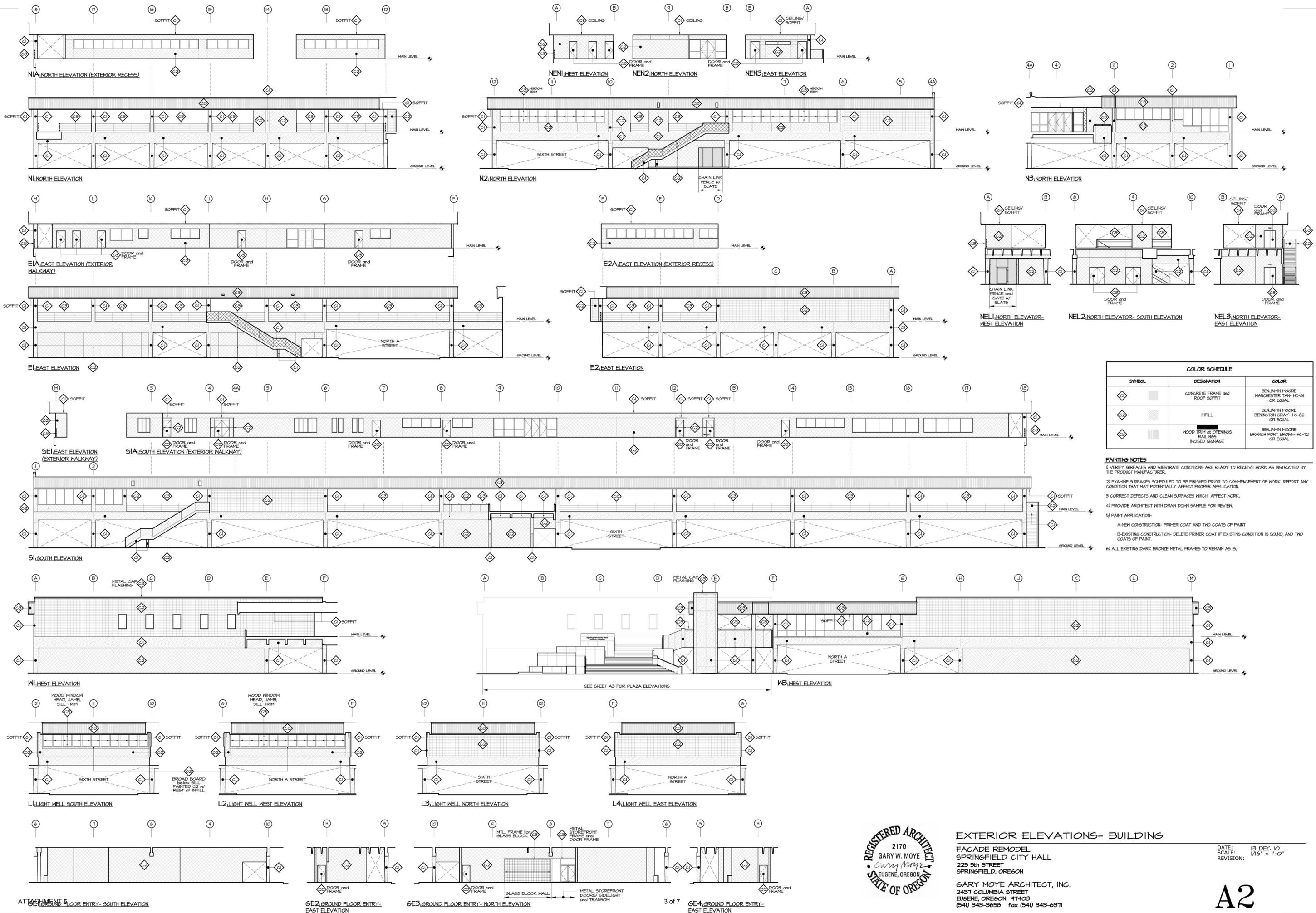
PARAPET DETAILS

2170
GARY W. MOYE
Eugene, Oregon
EUGENE, OREGON

FACEAD REMODEL
SPRINGFIELD CITY HALL
225 5th STREET
SPRINGFIELD, OREGON
GARY MOYE ARCHITECT, INC.
2437 COLUMBIA STREET
EUGENE, OREGON 97403
(541) 343-3658 fax (541) 343-6371

DATE: 13 DEC 10
SCALE: AS NOTED
REVISION:

A1



COLOR SCHEDULE		
SYMBOL	DESIGNATION	COLOR
C1	CONCRETE FRAME and ROOF SOFFIT	BENJAMIN MOORE HANGESTER TAN-HC-B1 OR EQUAL
C2	INFILL	BENJAMIN MOORE BENNINGTON GRAY-HC-B2 OR EQUAL
C3	HOOD TRIM & OPENINGS RAILINGS INCISED SIGNAGE	BENJAMIN MOORE BRANCH PORT BROWN-HC-T2 OR EQUAL

- PAINTING NOTES**
- 1) VERIFY SURFACES AND SUBSTRATE CONDITIONS ARE READY TO RECEIVE WORK AS INSTRUCTED BY THE PRODUCT MANUFACTURER.
 - 2) EXAMINE SURFACES SCHEDULED TO BE FINISHED PRIOR TO COMMENCEMENT OF WORK. REPORT ANY CONDITION THAT MAY POTENTIALLY AFFECT PROPER APPLICATION.
 - 3) CORRECT DEFECTS AND CLEAN SURFACES WHICH AFFECT WORK.
 - 4) PROVIDE ARCHITECT WITH DRAW DOWN SAMPLE FOR REVIEW.
 - 5) PAINT APPLICATION:
 A-NEW CONSTRUCTION- PRIMER COAT AND TWO COATS OF PAINT
 B-EXISTING CONSTRUCTION- DELETE PRIMER COAT IF EXISTING CONDITION IS SOUND, AND TWO COATS OF PAINT.
 - 6) ALL EXISTING DARK BRONZE METAL FRAMES TO REMAIN AS IS.



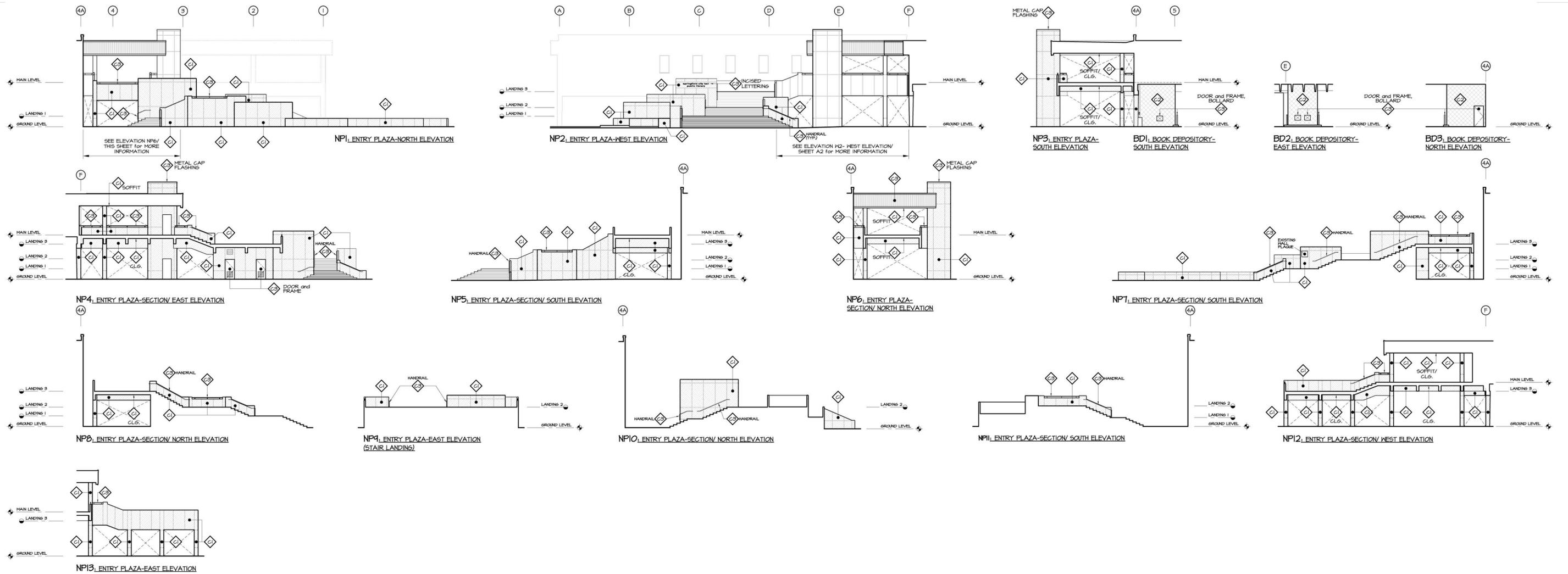
EXTERIOR ELEVATIONS- BUILDING

FACADE REMODEL
 SPRINGFIELD CITY HALL
 225 5th STREET
 SPRINGFIELD, OREGON

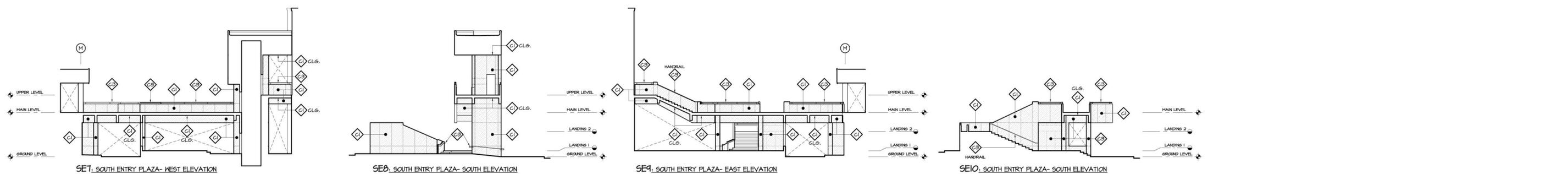
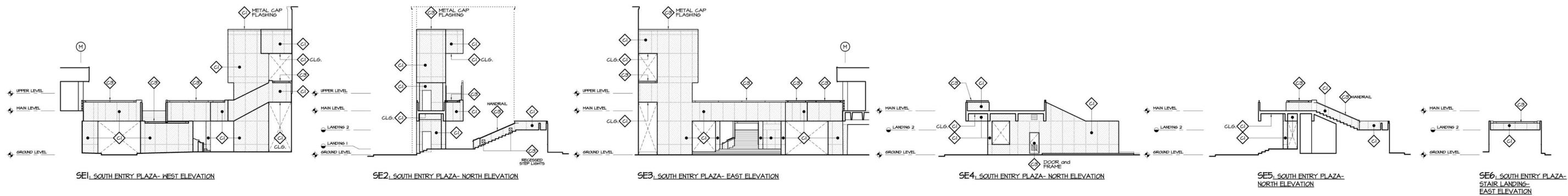
GARY MOYE ARCHITECT, INC.
 2437 COLUMBIA STREET
 EUGENE, OREGON 97403
 (541) 343-3658 fax (541) 343-6371

DATE: 13 DEC 10
 SCALE: 1/16" = 1'-0"
 REVISION:

A2



NORTH WEST ENTRY PLAZA

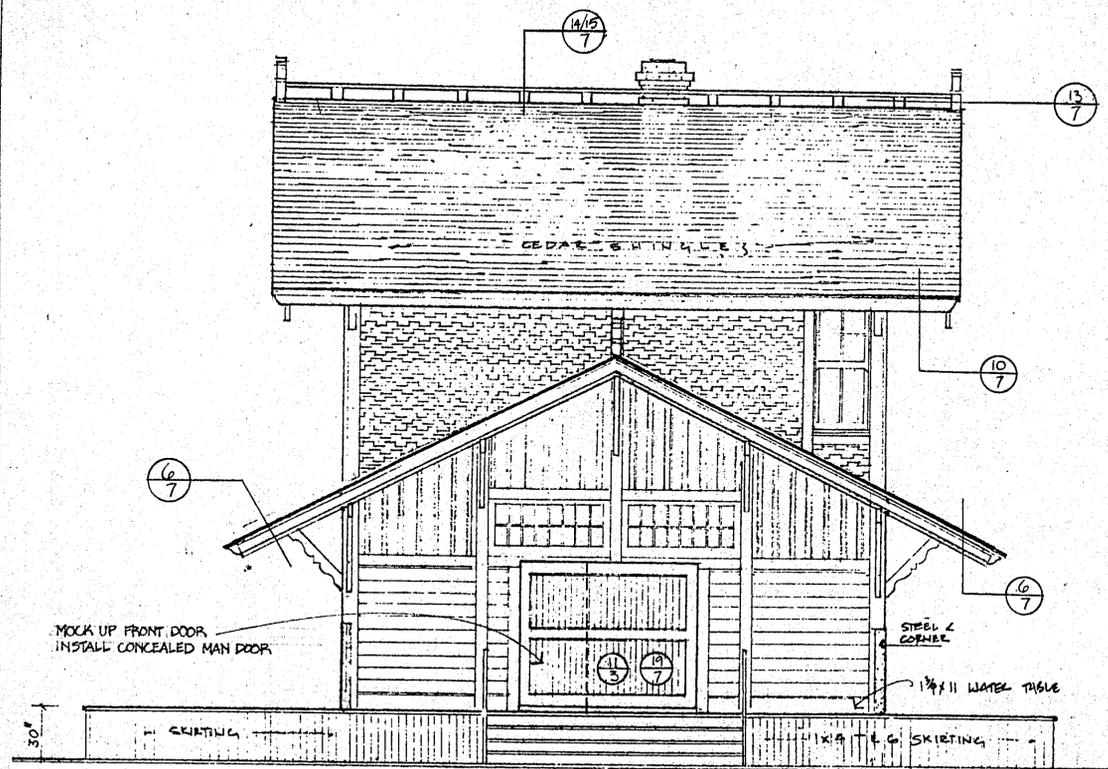


SOUTH ENTRY PLAZA



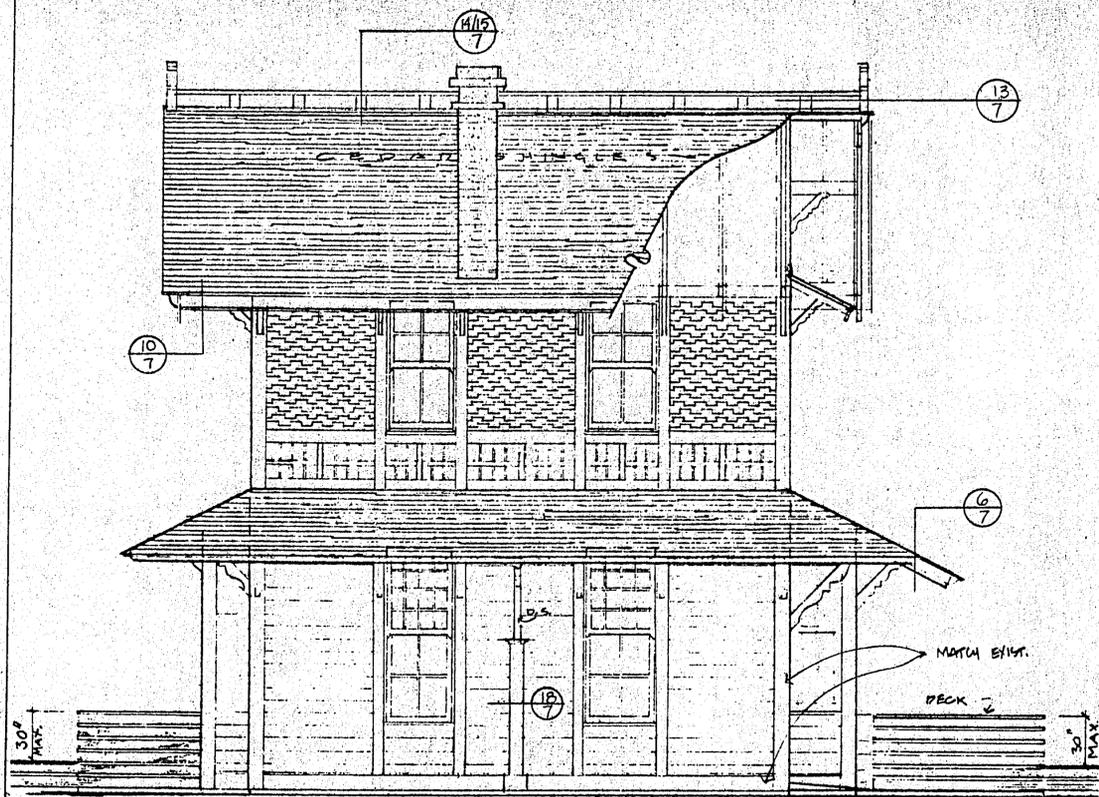
EXTERIOR ELEVATIONS-
 NORTHWEST ENTRY PLAZA and SOUTH ENTRY PLAZA
 FACADE REMODEL
 SPRINGFIELD CITY HALL
 225 5th STREET
 SPRINGFIELD, OREGON
 GARY MOYE ARCHITECT, INC.
 2437 COLUMBIA STREET
 EUGENE, OREGON 97403
 (541) 343-3658 fax (541) 343-6371
 DATE: 13 DEC 10
 SCALE: 1/16" = 1'-0"
 REVISION:

A3



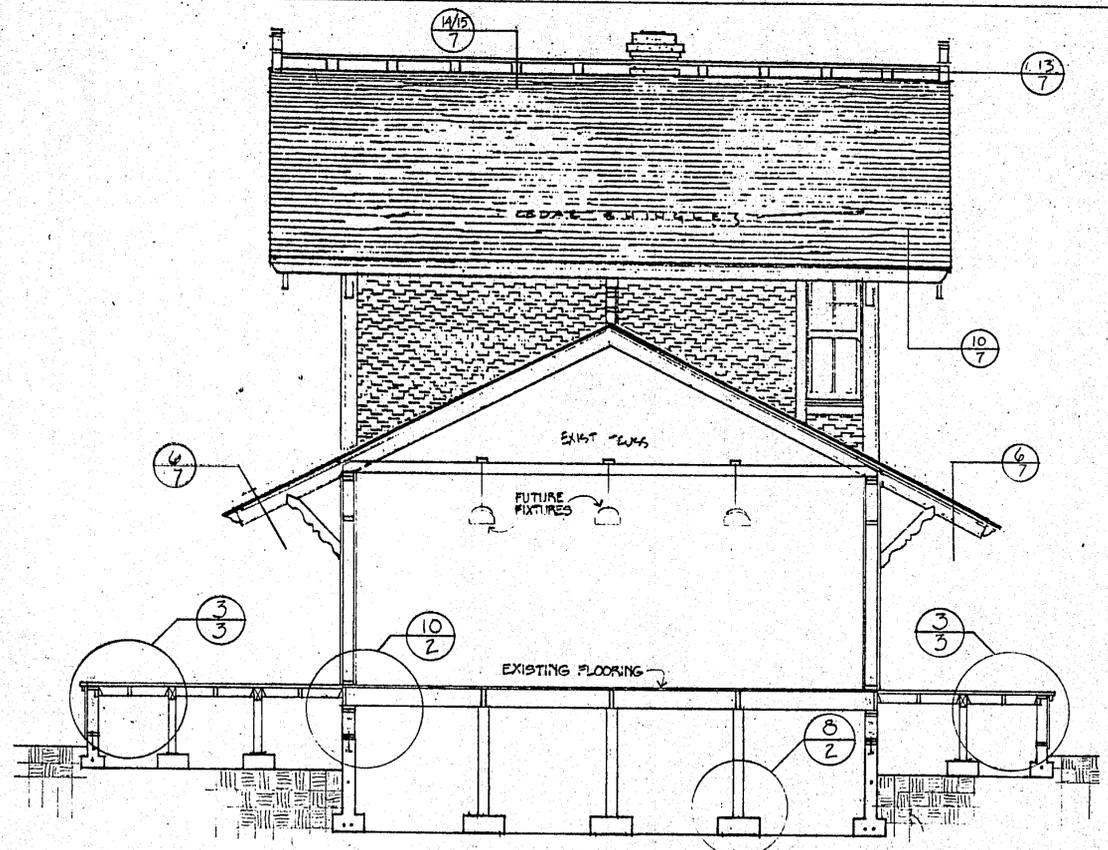
1 EAST ELEVATION

SCALE: 1/4" = 1'-0"



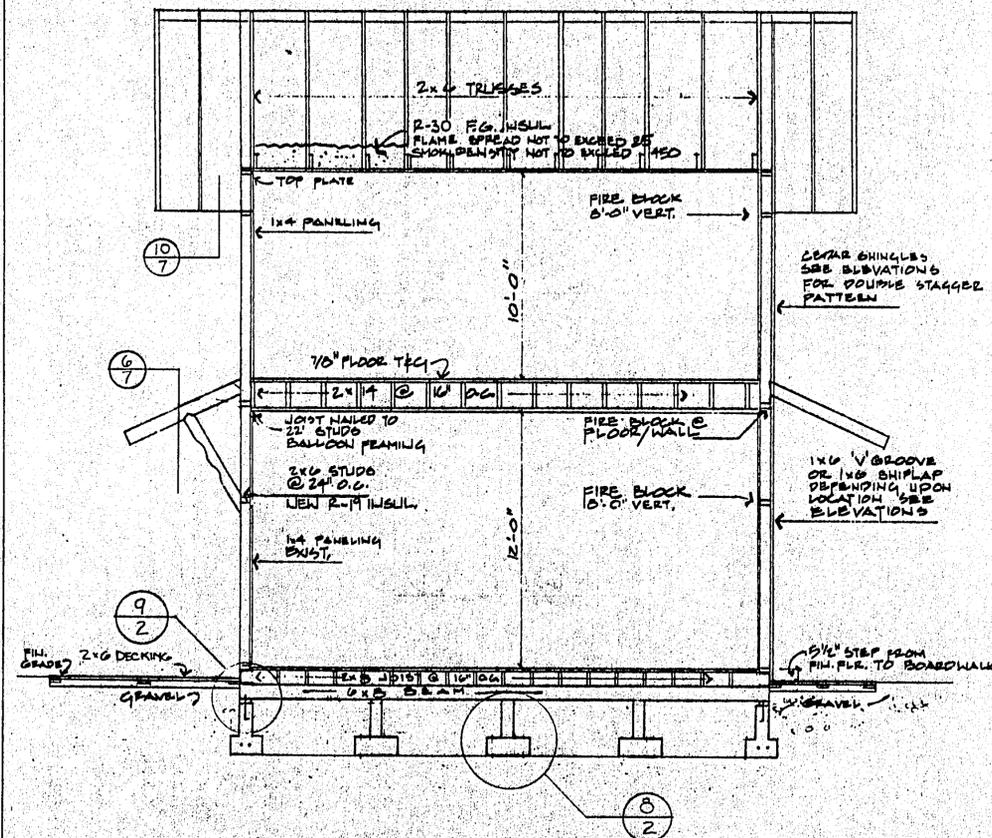
3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



2 SECTION A-A

SCALE: 1/4" = 1'-0"



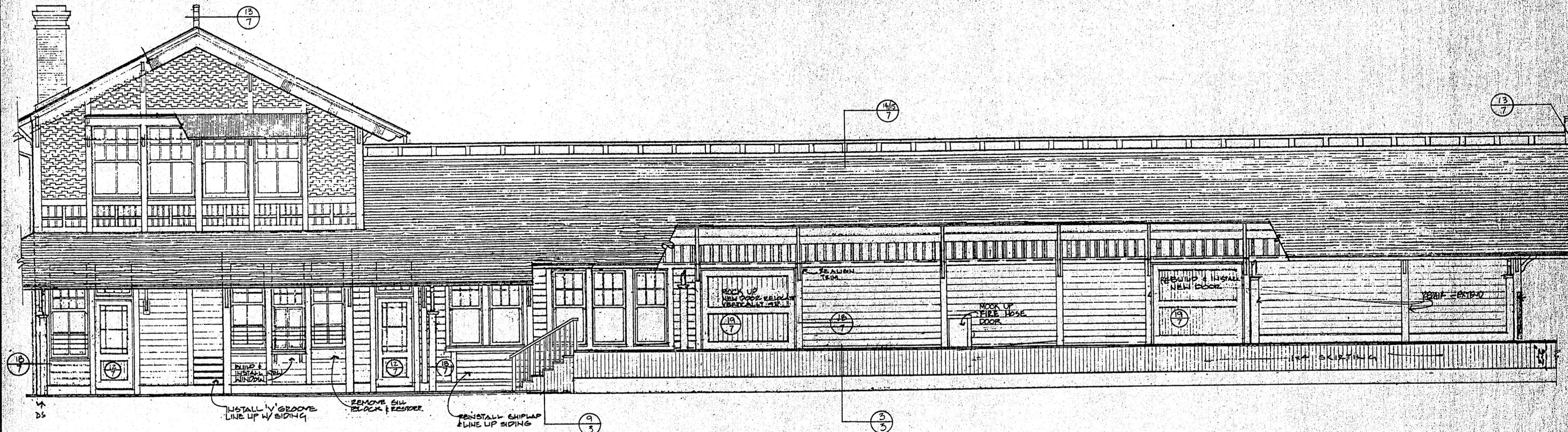
4 SECTION B-B

SCALE: 1/4" = 1'-0"

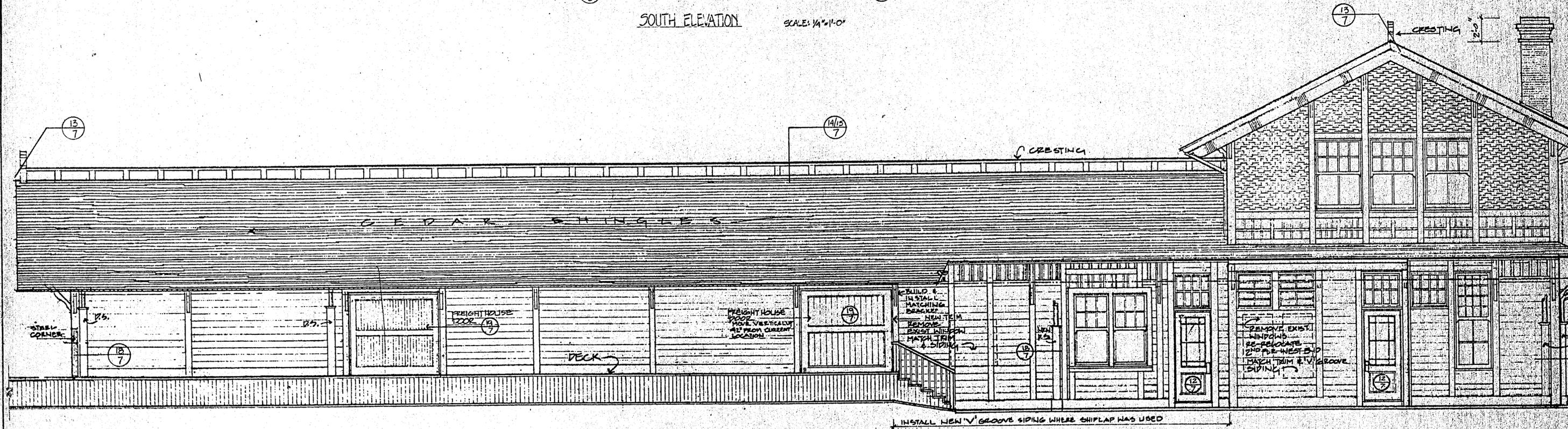
REVISIONS
TITLE
SECTIONS & ELEVATIONS
PROJECT
Springfield Depot Reconstruction

B Branch Engineering
 An Association of Independent Engineers
 212 O Street
 Springfield, Oregon 97477
 (503) 746-0637

Scale: NOTED
 Date: 8 AUG 90
 Project No. 89-155
 Drawn By:



SOUTH ELEVATION SCALE: 1/4"=1'-0"



NORTH ELEVATION SCALE: 1/4"=1'-0"

REVISIONS	
	Scale: NOTED
	Date: 10 SEPT. 90
	Project No. 89-155
	Drawn By:

Branch Engineering
 An Association of Independent Engineers
 212 Q Street
 Springfield, Oregon 97477
 (503) 746-0637

PROJECT
Springfield Depot Reconstruction

TITLE
 ELEVATIONS

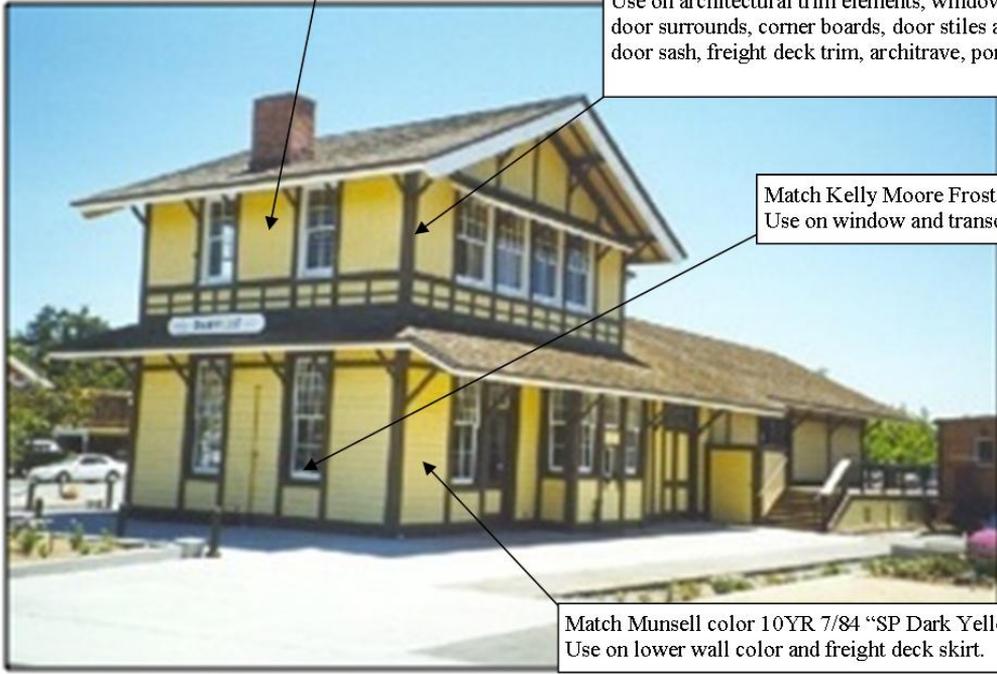
SHEET
 10
 OF
 10

Match Munsell color 2.5Y 8/6 "SP Colonial Yellow.
Use on door panels and overall upper body color.

Match Munsell color 7.5YR 4/4 "SP Samoa Brown.
Use on architectural trim elements, window and
door surrounds, corner boards, door stiles and rails,
door sash, freight deck trim, architrave, porch col-

Match Kelly Moore Frost #14
Use on window and transom

Match Munsell color 10YR 7/84 "SP Dark Yellow.
Use on lower wall color and freight deck skirt.



Danville Depot on July 19, 1999

Built 1891

Two Story Combination Depot No. 18

A similar paint scheme to our
proposed theme.

Painted to represent original color scheme (see paint errors
below). In reality, looks more like post-1940 paint scheme.

For the 1891 period represented in the restoration, the brown trim
is too dark, the SP Dark Yellow lower wall color is missing,
window and door frames should be SP Colonial Yellow and SP
Dark Yellow (window sash remain white), the second story roof
fascia should be SP Colonial Yellow and not white, the first story
roof fascia should be brown and not white, the wood roof
shingles should be stained SP Moss Green, and there are some
minor lettering errors on the station signs (e.g. elevation should be
black, not red).

William G. Wullenjohn Sr. Photograph

NOTE: This is a photograph of another depot painted in
a similar paint scheme to our proposed theme. It is to
be used as a guide as to what colors are painted on which
parts of the building. See page 5 & 6 for additional
information

ATTACHMENT 6
BOLI Forms, Rates and Instructions

Prevailing Rate of Wage

839-025-0035

Payment of Prevailing Rate of Wage

(1) Every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed.

(2) When a public works project is subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), if the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage as determined under ORS 279C.815.

(3) Every person paid by a contractor or subcontractor in any manner for the person's labor in the construction, reconstruction, major renovation or painting of a public work is employed and must receive no less than the applicable prevailing rate of wage, regardless of any contractual relationship alleged to exist. Thus, for example, if partners are themselves performing the duties of a worker, the partners must receive no less than the prevailing rate of wage for the hours they are so engaged.

(4) Persons employed on a public works project and who are spending more than 20% of their time during any workweek in performing duties which are manual or physical in nature as opposed to mental or managerial in nature are workers and must be paid the applicable prevailing rate of wage. Mental or managerial duties include, but are not limited to, administrative, executive, professional, supervisory or clerical duties.

(5) Persons employed on a public works project for the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a public agency acquires title to such materials, articles, supplies or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) are not workers required to be paid the applicable prevailing rate of wage unless the employment of such persons is performed in connection with and at the site of the public works project.

(6) Except as provided in ORS 279C.838, persons employed on a public works project who are employed by a commercial supplier of goods or materials must be paid no less than the applicable prevailing rate of wage when the work is performed at the "site of work" as that term is defined in OAR 839-025-0004(25) or when the work is performed in fabrication plants, batch plants, borrow pits, job headquarters, tool yards or other such places that are dedicated exclusively or nearly so to the public works project.

(7) Except as provided in ORS 279C.838, persons employed on a public works project by the construction contractor or construction subcontractor to transport materials or supplies to or from the public works project are required to be paid the applicable prevailing wage rate for work performed in connection with the transportation of materials or supplies at the "site of work" as that term is defined in OAR 839-025-0004(25).

(8) Persons employed on a public works project for service work as opposed to construction work are not workers required to be paid the prevailing rate of wage.

ATTACHMENT 6
BOLI Forms, Rates and Instructions

(9) Every apprentice, as defined in OAR 839-025-0004(1), must be paid not less than the appropriate percentage of the applicable journeyman's wage rate and fringe benefits as determined pursuant to ORS 279C.800 to 279C.870. Any worker on a public works project who is not an apprentice as defined in OAR 839-025-0004(1), or who is not employed by a registered training agent pursuant to ORS 660.010(10), or who is not working pursuant to the standards of the apprentice's apprenticeship program, must be paid not less than the applicable prevailing rate of wage for the classification of work actually performed. In addition, if the total number of apprentices employed exceeds the ratio permitted in the applicable standards, all apprentices so employed must be paid not less than the applicable journeyman's prevailing wage rate for work actually performed.

(10) Every trainee, as defined in OAR 839-025-0004(28), must be paid not less than the appropriate percentage of the applicable journeyman's wage rate and fringe benefits determined pursuant to ORS 279C.800 to 279C.870. Any worker on a public works project who is not a trainee as defined in OAR 839-025-0004(28), or who is not employed by a registered training agent pursuant to ORS 660.010(10), or who is not working pursuant to the standards of the trainee's program, must be paid not less than the applicable prevailing rate of wage for the classification of work actually performed. In addition, if the total number of trainees employed exceeds the ratio permitted in the applicable standards, all trainees so employed must be paid not less than the applicable journeyman's prevailing wage rate for work actually performed.

Stat. Auth.: ORS 279 & 651

Stats. Implemented: ORS 279.350

Hist.: BL 14-1982, f. 10-19-82, ef. 10-20-82; BL 4-1984, f. & ef. 3-13-84; BL 7-1989(Temp), f. 10-2-89, cert. ef. 10-3-89; BL 5-1990, f. 3-30-90, cert. ef. 4-1-90; BL 8-1996, f. 8-26-96, cert. ef. 9-1-96; BL 1-1997(Temp), f. & cert. ef. 4-29-97; BL 4-1997, f. & cert. ef. 8-29-97; BLI 5-2002, f. 2-14-02, cert. ef. 2-15-02; Renumbered from 839-016-0035, BLI 7-2005, f. 2-25-05, cert. ef. 3-1-05; BLI 29-2005, f. 12-29-05, cert. ef. 1-1-06; BLI 42-2007, f. 12-28-07, cert. ef. 1-1-08; BLI 18-2009(Temp), f. 8-3-09, cert. ef. 8-5-09 thru 1-31-10; BLI 28-2009, f. 12-1-09, cert. ef. 1-1-10; BLI 23-2010, f. 12-30-10, cert. ef. 1-1-11

ATTACHMENT 6
BOLI Forms, Rates and Instructions



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

**INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE
PAYROLL/CERTIFIED STATEMENT FORM (WH-38)**

The Payroll/Certified Statement form (WH-38) may be used by contractors for reporting their payroll as required by ORS 279C.845 on public works projects subject to the Prevailing Wage Rate (PWR) Law. Although this form has not been officially approved by the U.S. Department of Labor (US DOL), it is designed to meet the requirements of the federal Davis-Bacon Act. For projects associated with the U.S. Department of Housing and Urban Development (HUD), contact the public agency (owner) associated with the project for assistance with payroll reporting.

Contractors are not required to use the WH-38 form in reporting their payroll; however, the contractor must provide all of the information contained in the form, including the certified statement on page two. The certified statement must be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties, and must be submitted with each weekly payroll report. Detailed instructions concerning the preparation of the form follow:

Complete the top third of the form. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the public agency (owner) associated with the project. The "Payroll No." is a US DOL requirement and represents the week number for the reporting period.

Column 1 – NAME AND ADDRESS: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls submitted unless the address changes. The US DOL requires an employee identification number for each individual employee, on each payroll submitted. This number may be, but does not have to be, the last four digits of the employee's social security number.

Column 2 – CLASSIFICATION: For assistance in determining the correct classification, use the Bureau of Labor and Industries' publication "Definitions of Covered Occupations for Public Works Contracts in Oregon." On the WH-38, list the classification that is most descriptive of the work actually performed by the employee. Give the group number for those classifications that include such information. Indicate which workers are apprentices, if any, and give their current percentage, classification, and group number when applicable. If an employee works in more than one classification, use the highest rate for all hours worked, or use separate line entries to show hours worked and hourly rates for each classification.

Column 3 – DAY AND DATE: Enter the day of the week (M, T, W, Th, F, S, and Sn) in the top row of boxes, and the corresponding date below.

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a

day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 4 – TOTAL HOURS: Enter separately the total number of straight time and overtime hours worked by the employee (in each classification, if applicable) on the PWR project during the week. The total number of straight time hours worked should be entered in the lower box ("ST"); the total number of overtime hours worked should be entered in the top box ("OT").

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

Column 6 – HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE: Enter hourly fringe benefit amounts paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe benefit portion of the prevailing wage rate.)

Column 7 – GROSS AMOUNT EARNED: Enter the gross amount earned for work on the PWR project during the week. If part of the employee's wages for the pay period were earned on projects other than the project described on the WH-38, or if the employee is paid less often than on a weekly basis, enter in column 7 first the gross amount earned on the PWR project for the week, then the total gross amount earned for the pay period. For example: \$567.84 / \$1,267.27.

Column 8 – ITEMIZED DEDUCTIONS, FICA, FED, STATE, ETC.: Enter deductions withheld from wages for the pay period. All deductions must be in accordance with the provisions of ORS 652.610 (and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. Stat. 967, 76 Stat. 357; 40 U.S.C 276c) on projects subject to Davis-Bacon Act). For projects subject to the Davis-Bacon Act, itemize the deductions.

Column 9 – NET WAGES PAID: Enter the total amount of net wages actually paid to the employee for the pay period. This figure can be calculated by subtracting the total deductions reported in Column 8 from the gross amount of wages for the pay period reported in the bottom portion of Column 7.

Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFITS PARTY, PLAN, FUND OR PROGRAM: Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund, or program, for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form. For information on how to calculate hourly fringe benefit credits, see Appendix A in the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM: Enter the name of the party, plan, fund, or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,

- b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
- c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.

2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of the Bureau of Labor and Industries publications Prevailing Wage Rates for Public Works Contracts in Oregon, or in the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis-Bacon Act, if applicable.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (971) 673-0838.

NOTE: PAYROLL/CERTIFIED STATEMENTS ARE ONLY REQUIRED TO BE SUBMITTED TO THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT.

**CERTIFIED PAYROLL AND OTHER FORMS ARE AVAILABLE ON OUR WEBSITE:
WWW.OREGON.GOV/BOLI**

ATTACHMENT 6

**BUREAU OF LABOR AND INDUSTRIES
 PAYROLL/CERTIFIED STATEMENT FORM WH-38
 WAGE AND HOUR DIVISION
 WITH ORS 279C.845*
 PRIME CONTRACTOR SUBCONTRACTOR**

FOR USE IN COMPLYING

PAYROLL NO. _____

Business Name (DBA): _____

Phone: () _____

CCB Registration Number: _____

Project Name: _____ Project Number: _____ Type of Work: _____

Street Address: _____ Project Location: _____

Mailing Address: _____ Project County: _____

Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY

THIS SECTION FOR SUBCONTRACTORS ONLY

Public Contracting Agency Name: _____

Phone: () _____ Subcontract Amount: _____

Contract Specifications First Advertised for Bid: _____

Contract Amount: _____ Prime Contractor Business Name (DBA): _____

Prime Contractor Phone: () _____

Prime Contractor's CCB Registration Number: _____

Date You Began Work on the Project: _____

(1)	(2)		(3) DAY AND DATE	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)							
NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)		HOURS WORKED EACH DAY							TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY PLAN, FUND, OR PROGRAM	
		OT																
		ST																
		OT																
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**ATTACHMENT 6
CERTIFIED STATEMENT**

<p>Date: _____</p> <p>I, _____, (NAME OF SIGNATORY PARTY) (TITLE)</p> <p>do hereby state:</p> <p>(c) That I pay or supervise the payment of the persons employed by:</p> <hr/> <p align="center">(CONTRACTOR, SUBCONTRACTOR OR SURETY)</p> <p>on the _____; that during the payroll period</p> <p align="center">(BUILDING OR WORK)</p> <p>commencing on the ___ day of _____, _____, and ending the _____</p> <p align="center">(MONTH) (YEAR)</p> <p>of _____, _____, all persons employed on said project have been paid the</p> <p align="center">(MONTH) (YEAR)</p> <p>full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____</p> <p align="center">(CONTRACTOR, SUBCONTRACTOR OR SURETY)</p> <p>from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:</p> <hr/> <p>(c) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination</p>	<p>In addition to completing sections (1) – (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:</p> <p>(4) That:</p> <p>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS</p> <p><input type="checkbox"/> - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4© below.</p> <p>(b) WHERE FRINGE BENEFITS ARE PAID IN CASH</p> <p><input type="checkbox"/> - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4© below.</p> <p>© EXCEPTIONS:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%; text-align: center;">EXCEPTION (CRAFT)</th> <th style="width:50%; text-align: center;">EXPLANATION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	EXCEPTION (CRAFT)	EXPLANATION																				
EXCEPTION (CRAFT)	EXPLANATION																						

incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

- (c) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE:

(NAME AND TITLE)

(SIGNATURE AND DATE)

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.**

INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.

WH-38 (Rev. 11-09)

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, you may use the rates listed below. Contact BOLI at (971) 673-0839 if you have any questions regarding the use of these apprenticeship rates.

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

Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
ASBESTOS WORKER			
\$36.32	55.0%.....	\$19.98.....	\$18.47
\$18.47	65.0%.....	\$23.61.....	\$18.47
	75.0%.....	\$27.24.....	\$18.47
	85.0%.....	\$30.87.....	\$18.47
BOILERMAKER			
\$34.88	70.0%.....	\$24.42.....	\$24.52
\$24.52	75.0%.....	\$26.16.....	\$24.52
	80.0%.....	\$27.90.....	\$24.52
	85.0%.....	\$29.65.....	\$24.52
	90.0%.....	\$31.39.....	\$24.52
	95.0%.....	\$33.14.....	\$24.52
BRICKLAYER			
Area 1			
\$32.89	50.0%.....	\$16.45.....	\$15.12
\$15.12	55.0%.....	\$18.09.....	\$15.12
	60.0%.....	\$19.73.....	\$15.12
	70.0%.....	\$23.02.....	\$15.12
	80.0%.....	\$26.31.....	\$15.12
	95.0%.....	\$29.60.....	\$15.12
Area 2			
\$31.67	50.0%.....	\$15.84.....	\$14.77
\$14.77	55.0%.....	\$17.42.....	\$14.77
	60.0%.....	\$19.00.....	\$14.77
	70.0%.....	\$22.17.....	\$14.77
	80.0%.....	\$25.34.....	\$14.77
	95.0%.....	\$28.50.....	\$14.77
CARPENTER			
Group 1			
\$31.30	50.0%.....	\$15.65.....	\$7.61
\$14.17	58.0%.....	\$18.15.....	\$7.61
	64.0%.....	\$20.03.....	\$14.17
	70.0%.....	\$21.91.....	\$14.17
	76.0%.....	\$23.79.....	\$14.17
	82.0%.....	\$25.67.....	\$14.17
	88.0%.....	\$27.54.....	\$14.17
	94.0%.....	\$29.42.....	\$14.17

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
CARPENTER (continued)			
Group 2			
\$31.45	50.0%.....	\$15.73.....	\$7.61
\$14.17	58.0%.....	\$18.24.....	\$7.61
	64.0%.....	\$20.13.....	\$14.17
	70.0%.....	\$22.02.....	\$14.17
	76.0%.....	\$23.90.....	\$14.17
	82.0%.....	\$25.79.....	\$14.17
	88.0%.....	\$27.68.....	\$14.17
	94.0%.....	\$29.56.....	\$14.17
Group 3			
\$31.80	50.0%.....	\$15.90.....	\$7.61
\$14.17	58.0%.....	\$18.44.....	\$7.61
	64.0%.....	\$20.35.....	\$14.17
	70.0%.....	\$22.26.....	\$14.17
	76.0%.....	\$24.17.....	\$14.17
	82.0%.....	\$26.08.....	\$14.17
	88.0%.....	\$27.98.....	\$14.17
	94.0%.....	\$29.89.....	\$14.17
Group 4			
\$31.95	50.0%.....	\$15.98.....	\$7.61
\$14.17	58.0%.....	\$18.53.....	\$7.61
	64.0%.....	\$20.45.....	\$14.17
	70.0%.....	\$22.37.....	\$14.17
	76.0%.....	\$24.28.....	\$14.17
	82.0%.....	\$26.20.....	\$14.17
	88.0%.....	\$28.12.....	\$14.17
	94.0%.....	\$30.03.....	\$14.17
Group 5			
\$31.80	60.0%.....	\$19.08.....	\$7.61
\$14.17	73.0%.....	\$23.21.....	\$7.61
	75.0%.....	\$23.85.....	\$14.17
	80.0%.....	\$25.44.....	\$14.17
	83.0%.....	\$26.39.....	\$14.17
	85.0%.....	\$27.03.....	\$14.17
	90.0%.....	\$28.62.....	\$14.17
	95.0%.....	\$30.21.....	\$14.17

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
CARPENTER (continued)			
Group 6			
\$32.30	60.0%.....	\$19.38.....	\$7.61
\$14.17	73.0%.....	\$23.58.....	\$7.61
	75.0%.....	\$24.23.....	\$14.17
	80.0%.....	\$25.84.....	\$14.17
	83.0%.....	\$26.81.....	\$14.17
	85.0%.....	\$27.46.....	\$14.17
	90.0%.....	\$29.07.....	\$14.17
	95.0%.....	\$30.69.....	\$14.17
 CEMENT MASON			
Group 1			
\$26.87	55.0%.....	\$14.78.....	\$17.59
\$17.59	65.0%.....	\$17.47.....	\$17.59
	75.0%.....	\$20.15.....	\$17.59
	85.0%.....	\$22.84.....	\$17.59
	90.0%.....	\$24.18.....	\$17.59
	95.0%.....	\$25.53.....	\$17.59
Group 2			
\$27.41	55.0%.....	\$15.08.....	\$17.59
\$17.59	65.0%.....	\$17.82.....	\$17.59
	75.0%.....	\$20.56.....	\$17.59
	85.0%.....	\$23.30.....	\$17.59
	90.0%.....	\$24.67.....	\$17.59
	95.0%.....	\$26.04.....	\$17.59
Group 3			
\$27.41	55.0%.....	\$15.08.....	\$17.59
\$17.59	65.0%.....	\$17.82.....	\$17.59
	75.0%.....	\$20.56.....	\$17.59
	85.0%.....	\$23.30.....	\$17.59
	90.0%.....	\$24.67.....	\$17.59
	95.0%.....	\$26.04.....	\$17.59
Group 4			
\$27.94	55.0%.....	\$15.37.....	\$17.59
\$17.59	65.0%.....	\$18.16.....	\$17.59
	75.0%.....	\$20.96.....	\$17.59
	85.0%.....	\$23.75.....	\$17.59
	90.0%.....	\$25.15.....	\$17.59
	95.0%.....	\$26.54.....	\$17.59

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
DIVER			
\$75.31	60.0%.....	\$45.19.....	\$14.17
\$14.17	73.0%.....	\$54.98.....	\$14.17
	75.0%.....	\$56.48.....	\$14.17
	80.0%.....	\$60.25.....	\$14.17
	83.0%.....	\$62.51.....	\$14.17
	85.0%.....	\$64.01.....	\$14.17
	90.0%.....	\$67.78.....	\$14.17
	95.0%.....	\$71.54.....	\$14.17
 DIVER TENDER			
\$35.53	60.0%.....	\$21.32.....	\$14.17
\$14.17	73.0%.....	\$25.94.....	\$14.17
	75.0%.....	\$26.65.....	\$14.17
	80.0%.....	\$28.42.....	\$14.17
	83.0%.....	\$29.49.....	\$14.17
	85.0%.....	\$30.20.....	\$14.17
	90.0%.....	\$31.98.....	\$14.17
	95.0%.....	\$33.75.....	\$14.17
 DRY WALL APPLICATOR			
\$31.59	50.0%.....	\$15.80.....	\$7.61
\$13.88	58.0%.....	\$18.32.....	\$7.61
	64.0%.....	\$20.22.....	\$13.88
	70.0%.....	\$22.11.....	\$13.88
	76.0%.....	\$24.01.....	\$13.88
	82.0%.....	\$25.90.....	\$13.88
	88.0%.....	\$27.80.....	\$13.88
	94.0%.....	\$29.69.....	\$13.88
 DRYWALL TAPER			
\$31.76	50.0%	\$15.88.....	\$5.66
\$11.58	55.0%	\$17.47.....	\$5.66
	60.0%	\$19.06.....	\$11.58
	70.0%	\$22.23.....	\$11.58
	80.0%	\$25.41.....	\$11.58
	90.0%	\$28.58.....	\$11.58

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
WET WALL APPLICATOR			
\$29.71	50.0%.....	\$14.86.....	\$7.61
\$15.76	58.0%.....	\$17.23.....	\$7.61
	64.0%.....	\$19.01.....	\$15.76
	70.0%.....	\$20.80.....	\$15.76
	76.0%.....	\$22.58.....	\$15.76
	82.0%.....	\$24.36.....	\$15.76
	88.0%.....	\$26.14.....	\$15.76
	94.0%.....	\$27.93.....	\$15.76
ELECTRICIAN			
Area 1			
\$27.66	45.0%.....	\$12.45.....	\$5.82
\$10.83	50.0%.....	\$13.83.....	\$5.89
	55.0%.....	\$15.21.....	\$8.30
	60.0%.....	\$16.60.....	\$8.58
	70.0%.....	\$19.36.....	\$9.14
	80.0%.....	\$22.13.....	\$9.70
Area 2			
\$35.20	45.0%	\$15.84.....	\$7.71
\$15.29	50.0%	\$17.60.....	\$7.76
	55.0%	\$19.36.....	\$11.69
	65.0%	\$22.88.....	\$12.44
	75.0%	\$26.40.....	\$13.20
	85.0%	\$29.92.....	\$13.95
	95.0%	\$33.44.....	\$14.71
Area 3			
\$31.97	50.0%	\$15.99.....	\$8.88
\$13.86	55.0%	\$17.58.....	\$8.93
	60.0%	\$19.18.....	\$11.68
	65.0%	\$20.78.....	\$11.95
	70.0%	\$22.38.....	\$12.22
	80.0%	\$25.58.....	\$12.77
Area 4			
\$35.76	40.0%	\$14.30.....	\$8.34
\$15.80	45.0%	\$16.09.....	\$8.39
	50.0%	\$17.88.....	\$12.23
	60.0%	\$21.46.....	\$12.93
	70.0%	\$25.03.....	\$13.64
	85.0%	\$30.40.....	\$14.69

ATTACHMENT 6
EFFECTIVE APRIL 1, 2011

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
ELECTRICIAN (continued)			
Area 5			
\$36.05	40.0%	\$14.42.....	\$10.18
\$16.98	45.0%	\$16.22.....	\$10.24
	50.0%	\$18.03.....	\$13.37
	60.0%	\$21.63.....	\$14.09
	70.0%	\$25.24.....	\$14.81
	85.0%	\$30.64.....	\$15.90
Area 6			
\$29.78	40.0%	\$11.91.....	\$8.81
\$14.44	45.0%	\$13.40.....	\$8.85
	50.0%	\$14.89.....	\$11.45
	60.0%	\$17.87.....	\$12.04
	70.0%	\$20.85.....	\$12.64
	80.0%	\$23.82.....	\$13.24
	90.0%	\$26.80.....	\$13.84
ELEVATOR CONSTRUCTOR			
Area 1			
\$44.14	50.0%	\$22.07	
\$20.04	55.0%	\$24.28.....	\$18.29
	65.0%	\$28.69.....	\$18.29
	70.0%	\$30.90.....	\$18.29
	80.0%	\$35.31.....	\$18.29
Area 2			
\$44.32	50.0%	\$22.16	
\$20.04	55.0%	\$24.38.....	\$20.04
	65.0%	\$28.81.....	\$20.04
	70.0%	\$31.02.....	\$20.04
	80.0%	\$35.46.....	\$20.04
GLAZIER			
\$31.23	45.0%	\$14.05.....	\$13.96
\$15.26	55.0%	\$17.18.....	\$14.19
	65.0%	\$20.30.....	\$14.43
	75.0%	\$23.42.....	\$14.67
	80.0%	\$24.98.....	\$14.79
	85.0%	\$26.55.....	\$14.90
	90.0%	\$28.11.....	\$15.02
	95.0%	\$29.67.....	\$15.14

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EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
HIGHWAY PARKING STRIPER			
0-500	60.0%	\$19.24	
500-1000	60.0%	\$19.24	\$5.48
1000-1333	60.0%	\$19.24	\$7.58
\$32.06	73.0%	\$23.40	\$7.97
\$8.78	88.0%	\$28.21	\$8.42
IRONWORKER			
\$33.62	65.0%	\$21.85	\$6.65
\$19.60	70.0%	\$23.53	\$6.65
	75.0%	\$25.22	\$19.60
	80.0%	\$26.90	\$19.60
	90.0%	\$30.26	\$19.60
	95.0%	\$31.94	\$19.60
LABORER			
Group 1			
\$25.25	63.0%	\$15.91	\$11.85
\$11.85	70.0%	\$17.68	\$11.85
	80.0%	\$20.20	\$11.85
	90.0%	\$22.73	\$11.85
Group 2			
\$25.91	63.0%	\$16.32	\$11.85
\$11.85	70.0%	\$18.14	\$11.85
	80.0%	\$20.73	\$11.85
	90.0%	\$23.32	\$11.85
Group 3			
\$26.38	63.0%	\$16.62	\$11.85
\$11.85	70.0%	\$18.47	\$11.85
	80.0%	\$21.10	\$11.85
	90.0%	\$23.74	\$11.85
Group 4			
\$26.80	63.0%	\$16.88	\$11.85
\$11.85	70.0%	\$18.76	\$11.85
	80.0%	\$21.44	\$11.85
	90.0%	\$24.12	\$11.85

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EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
LABORER (continued)			
Group 5			
\$21.99	63.0%	\$13.85.....	\$11.85
\$11.85	70.0%	\$15.39.....	\$11.85
	80.0%	\$17.59.....	\$11.85
	90.0%	\$19.79.....	\$11.85
 LIMITED ENERGY ELECTRICIAN			
Area 1- there currently is no apprenticeship agreement for LEE for this area			
 Area 2			
\$26.95	55.0%	\$14.82.....	\$11.74
\$13.66	60.0%	\$16.17.....	\$11.96
	65.0%	\$17.52.....	\$12.17
	70.0%	\$18.87.....	\$12.38
	80.0%	\$21.56.....	\$12.81
	85.0%	\$22.91.....	\$13.02
 Area 3			
\$24.70	50.0%	\$12.35.....	\$11.85
\$12.24	55.0%	\$13.59.....	\$11.88
	60.0%	\$14.82.....	\$11.91
	65.0%	\$16.06.....	\$11.95
	70.0%	\$17.29.....	\$11.98
	75.0%	\$18.53.....	\$12.02
	80.0%	\$19.76.....	\$12.05
	85.0%	\$21.00.....	\$12.09
 Area 4			
\$27.04	55.0%	\$14.87.....	\$11.60
\$11.96	65.0%	\$17.58.....	\$11.68
	70.0%	\$18.93.....	\$11.72
	75.0%	\$20.28.....	\$11.76
	85.0%	\$22.98.....	\$11.84
 Area 5			
\$26.95	50.0%	\$13.48.....	\$10.06
\$14.06	55.0%	\$14.82.....	\$10.10
	60.0%	\$16.17.....	\$12.30
	65.0%	\$17.52.....	\$12.52
	70.0%	\$18.87.....	\$12.74
	80.0%	\$21.56.....	\$13.18
	90.0%	\$24.26.....	\$13.62

**ATTACHMENT 6
EFFECTIVE APRIL 1, 2011**

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
LIMITED ENERGY ELECTRICIAN (continued)			
Area 6			
\$24.90	50.0%	\$12.45.....	\$10.53
\$10.90	55.0%	\$13.70.....	\$10.56
	60.0%	\$14.94.....	\$10.60
	65.0%	\$16.19.....	\$10.64
	70.0%	\$17.43.....	\$10.68
	75.0%	\$18.68.....	\$10.71
	85.0%	\$21.17.....	\$10.78
 LINE CONSTRUCTOR			
Area 1/Group 2			
Lineman Only			
\$43.43	60.0%	\$26.06.....	\$9.61
\$13.93	63.0%	\$27.36.....	\$9.66
	67.0%	\$29.10.....	\$9.73
	72.0%	\$31.27.....	\$9.81
	78.0%	\$33.88.....	\$9.81
	86.0%	\$37.35.....	\$10.05
	90.0%	\$39.09.....	\$10.11
 Area 2/Group 2			
Lineman Only			
\$35.74	65.0%	\$23.23.....	\$9.42
\$11.59	75.0%	\$26.81.....	\$10.04
	78.0%	\$27.88.....	\$10.22
	81.0%	\$28.95.....	\$10.41
	84.0%	\$30.02.....	\$10.60
	87.0%	\$31.09.....	\$10.78
	90.0%	\$32.17.....	\$10.97
 MARBLE SETTER			
\$33.89	50.0%	\$16.95.....	\$15.12
\$15.12	55.0%	\$18.64.....	\$15.12
	60.0%	\$20.33.....	\$15.12
	70.0%	\$23.72.....	\$15.12
	80.0%	\$27.11.....	\$15.12
	90.0%	\$30.50.....	\$15.12

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
PAINTER - Commercial			
\$20.00	60.0%	\$12.00.....	\$5.37
\$7.46	65.0%	\$13.00.....	\$5.37
	70.0%	\$14.00.....	\$5.37
	75.0%	\$15.00.....	\$7.46
	80.0%	\$16.00.....	\$7.46
	85.0%	\$17.00.....	\$7.46
	90.0%	\$18.00.....	\$7.46
	95.0%	\$19.00.....	\$7.46
PAINTER - Industrial			
\$23.80	60.0%	\$14.28.....	\$5.37
\$7.46	65.0%	\$15.47.....	\$5.37
	70.0%	\$16.66.....	\$7.46
	75.0%	\$17.85.....	\$7.46
	80.0%	\$19.04.....	\$7.46
	85.0%	\$20.23.....	\$7.46
	90.0%	\$21.42.....	\$7.46
	95.0%	\$22.61.....	\$7.46
PLASTERER			
Nozzleman			
\$30.86	55.0%	\$16.97.....	\$10.51
\$12.81	60.0%	\$18.52.....	\$10.51
	65.0%	\$20.06.....	\$10.51
	70.0%	\$21.60.....	\$10.51
	75.0%	\$23.15.....	\$10.51
	80.0%	\$24.69.....	\$10.51
	90.0%	\$27.77.....	\$10.51
Swinging scaffold			
\$29.86	55.0%	\$16.42.....	\$10.51
\$12.81	60.0%	\$17.92.....	\$10.51
	65.0%	\$19.41.....	\$10.51
	70.0%	\$20.90.....	\$10.51
	75.0%	\$22.40.....	\$10.51
	80.0%	\$23.89.....	\$10.51
	90.0%	\$26.87.....	\$10.51

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
PLASTERER (continued)			
All other work			
\$28.86	55.0%	\$15.87.....	\$10.51
\$12.81	60.0%	\$17.32.....	\$10.51
	65.0%	\$18.76.....	\$10.51
	70.0%	\$20.20.....	\$10.51
	75.0%	\$21.65.....	\$10.51
	80.0%	\$23.09.....	\$10.51
	90.0%	\$25.97.....	\$10.51
 PLUMBER			
Area 1			
\$25.58	50.0%	\$12.79.....	\$10.72
\$11.92	55.0%	\$14.07.....	\$10.72
	60.0%	\$15.35.....	\$10.72
	65.0%	\$16.63.....	\$10.72
	70.0%	\$17.91.....	\$10.72
	75.0%	\$19.19.....	\$10.72
	80.0%	\$20.46.....	\$10.72
	85.0%	\$21.74.....	\$10.72
Area 2			
\$44.00	45.0%	\$19.80.....	\$18.52
\$20.74	50.0%	\$22.00.....	\$18.73
	55.0%	\$24.20.....	\$18.93
	60.0%	\$26.40.....	\$19.13
	65.0%	\$28.60.....	\$19.33
	70.0%	\$30.80.....	\$19.53
	80.0%	\$35.20.....	\$19.93
	85.0%	\$37.40.....	\$20.14
Area 3			
\$35.69	40.0%	\$14.28.....	\$10.94
\$20.39	50.0%	\$17.85.....	\$10.94
	55.0%	\$19.63.....	\$15.67
	60.0%	\$21.41.....	\$16.14
	65.0%	\$23.20.....	\$16.61
	70.0%	\$24.98.....	\$17.08
	75.0%	\$26.77.....	\$17.56
	80.0%	\$28.55.....	\$18.03
	85.0%	\$30.34.....	\$18.50
	90.0%	\$32.12.....	\$18.97

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
POWER EQUIPMENT OPERATOR			
Group 1			
\$37.27	80.0%	\$29.82.....	\$7.70
\$12.35	85.0%	\$31.68.....	\$12.35
	90.0%	\$33.54.....	\$12.35
	95.0%	\$35.41.....	\$12.35
Group 1A			
\$39.13	80.0%	\$31.30.....	\$7.70
\$12.35	85.0%	\$33.26.....	\$12.35
	90.0%	\$35.22.....	\$12.35
	95.0%	\$37.17.....	\$12.35
Group 1B			
\$41.00	80.0%	\$32.80.....	\$7.70
\$12.35	85.0%	\$34.85.....	\$12.35
	90.0%	\$36.90.....	\$12.35
	95.0%	\$38.95.....	\$12.35
Group 2			
\$35.64	80.0%	\$28.51.....	\$7.70
\$12.35	85.0%	\$30.29.....	\$12.35
	90.0%	\$32.08.....	\$12.35
	95.0%	\$33.86.....	\$12.35
Group 3			
\$34.65	80.0%	\$27.72.....	\$7.70
\$12.35	85.0%	\$29.45.....	\$12.35
	90.0%	\$31.19.....	\$12.35
	95.0%	\$32.92.....	\$12.35
Group 4			
\$33.71	80.0%	\$26.97.....	\$7.70
\$12.35	85.0%	\$28.65.....	\$12.35
	90.0%	\$30.34.....	\$12.35
	95.0%	\$32.02.....	\$12.35
Group 5			
\$32.60	80.0%	\$26.08.....	\$7.70
\$12.35	85.0%	\$27.71.....	\$12.35
	90.0%	\$29.34.....	\$12.35
	95.0%	\$30.97.....	\$12.35

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
POWER EQUIPMENT OPERATOR (continued)			
Group 6			
\$29.61	80.0%	\$23.69.....	\$7.70
\$12.35	85.0%	\$25.17.....	\$12.35
	90.0%	\$26.65.....	\$12.35
	95.0%	\$28.13.....	\$12.35
ROOFERS			
Area 1			
\$27.03	60.0%	\$16.22.....	\$5.45
\$8.65	65.0%	\$17.57.....	\$5.45
	70.0%	\$18.92.....	\$5.45
	75.0%	\$20.27.....	\$8.65
	80.0%	\$21.62.....	\$8.65
	85.0%	\$22.98.....	\$8.65
	90.0%	\$24.33.....	\$8.65
	95.0%	\$25.68.....	\$8.65
Area 1			
Handling Coal Tar Pitch			
\$29.73	60.0%	\$17.84.....	\$5.45
\$8.65	65.0%	\$19.32.....	\$5.45
	70.0%	\$20.81.....	\$5.45
	75.0%	\$22.30.....	\$8.65
	85.0%	\$25.27.....	\$8.65
	90.0%	\$26.76.....	\$8.65
	95.0%	\$28.24.....	\$8.65
Remove Fiberglass Insulation			
\$29.73	60.0%	\$17.84.....	\$5.45
\$8.65	65.0%	\$19.32.....	\$5.45
	70.0%	\$20.81.....	\$5.45
	75.0%	\$22.30.....	\$8.65
	80.0%	\$23.78.....	\$8.65
	85.0%	\$25.27.....	\$8.65
	90.0%	\$26.76.....	\$8.65
	95.0%	\$28.24.....	\$8.65

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
ROOFER (continued)			
Area 2			
\$21.29	58.0%	\$12.35.....	\$5.30
\$9.90	66.0%	\$14.05.....	\$5.30
	71.0%	\$15.12.....	\$5.30
	76.0%	\$16.18.....	\$7.05
	81.0%	\$17.24.....	\$7.05
	86.0%	\$18.31.....	\$7.05
	91.0%	\$19.37.....	\$7.05
Area 4			
\$23.10	60.0%	\$13.86.....	\$9.45
\$9.47	70.0%	\$16.17.....	\$9.45
	80.0%	\$18.48.....	\$9.45
	85.0%	\$19.64.....	\$9.45
	90.0%	\$20.79.....	\$9.45
	95.0%	\$21.95.....	\$9.45
Area 5			
\$23.00	70.0%	\$16.10.....	\$9.50
\$9.52	75.0%	\$17.25.....	\$9.50
	80.0%	\$18.40.....	\$9.50
	85.0%	\$19.55.....	\$9.50
	90.0%	\$20.70.....	\$9.50
	95.0%	\$21.85.....	\$9.50
SHEET METAL WORKERS			
Area 1			
\$34.42	50.0%	\$17.21.....	\$14.01
\$17.11	55.0%	\$18.93.....	\$14.07
	60.0%	\$20.65.....	\$14.13
	65.0%	\$22.37.....	\$14.19
	70.0%	\$24.09.....	\$14.25
	75.0%	\$25.82.....	\$14.31
	80.0%	\$27.54.....	\$14.37
	90.0%	\$30.98.....	\$14.49

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
SHEET METAL WORKERS (continued)			
Area 2			
\$23.51	45.0%	\$10.58.....	\$13.73
\$14.45	50.0%	\$11.76.....	\$13.78
	55.0%	\$12.93.....	\$13.83
	60.0%	\$14.11.....	\$13.89
	65.0%	\$15.28.....	\$13.94
	70.0%	\$16.46.....	\$14.00
	75.0%	\$17.63.....	\$14.05
	80.0%	\$18.81.....	\$14.10
Area 3			
\$31.61	40.0%	\$12.64.....	\$8.62
\$16.93	45.0%	\$14.22.....	\$8.69
	50.0%	\$15.81.....	\$9.41
	60.0%	\$18.97.....	\$9.56
	70.0%	\$22.13.....	\$9.71
	80.0%	\$25.29.....	\$9.87
Area 4			
\$30.00	50.0%	\$15.00.....	\$12.93
\$15.12	55.0%	\$16.50.....	\$12.93
	60.0%	\$18.00.....	\$12.93
	65.0%	\$19.50.....	\$12.93
	70.0%	\$21.00.....	\$12.93
	75.0%	\$22.50.....	\$12.93
	80.0%	\$24.00.....	\$12.93
	90.0%	\$27.00.....	\$12.93
Area 5			
\$28.98	50.0%	\$14.49.....	\$13.11
\$15.54	55.0%	\$15.94.....	\$13.11
	60.0%	\$17.39.....	\$13.11
	65.0%	\$18.84.....	\$13.11
	70.0%	\$20.29.....	\$13.11
	75.0%	\$21.74.....	\$13.11
	80.0%	\$23.18.....	\$13.11
	90.0%	\$26.08.....	\$13.11

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
SHEET METAL WORKERS (continued)			
Area 6			
\$25.58	50.0%	\$12.79.....	\$12.31
\$14.32	55.0%	\$14.07.....	\$12.31
	60.0%	\$15.35.....	\$12.31
	65.0%	\$16.63.....	\$12.31
	70.0%	\$17.91.....	\$12.31
	75.0%	\$19.19.....	\$12.31
	80.0%	\$20.46.....	\$12.31
	90.0%	\$23.02.....	\$12.31
SOFT FLOOR LAYERS			
\$26.63	50.0%	\$13.32.....	\$4.88
\$10.85	60.0%	\$15.98.....	\$8.65
	70.0%	\$18.64.....	\$9.20
	75.0%	\$19.97.....	\$9.48
	80.0%	\$21.30.....	\$9.75
	85.0%	\$22.64.....	\$10.03
	90.0%	\$23.97.....	\$10.30
	95.0%	\$25.30.....	\$10.58
SPRINKLER FITTERS			
\$32.75	50.0%	\$16.38.....	\$8.51
\$18.20	55.0%	\$18.01.....	\$13.45
	60.0%	\$19.65.....	\$13.45
	65.0%	\$21.29.....	\$18.20
	70.0%	\$22.93.....	\$18.20
	75.0%	\$24.56.....	\$18.20
	80.0%	\$26.20.....	\$18.20
	85.0%	\$27.84.....	\$18.20
	90.0%	\$29.48.....	\$18.20
TENDERS TO MASONS			
\$26.88	63.0%	\$16.93.....	\$11.85
\$11.85	70.0%	\$18.82.....	\$11.85
	80.0%	\$21.50.....	\$11.85
	90.0%	\$24.19.....	\$11.85

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
TENDERS TO PLASTERERS			
\$26.65	63.0%	\$16.79.....	\$12.25
\$12.25	70.0%	\$18.66.....	\$12.25
	80.0%	\$21.32.....	\$12.25
	90.0%	\$23.99.....	\$12.25
TILE TERRAZZO SETTERS			
\$28.90	50.0%	\$14.45.....	\$13.57
\$13.57	55.0%	\$15.90.....	\$13.57
	60.0%	\$17.34.....	\$13.57
	70.0%	\$20.23.....	\$13.57
	80.0%	\$23.12.....	\$13.57
	95.0%	\$27.46.....	\$13.57
TILE TERRAZZO FINISHER			
\$21.91	1-500hrs.....	\$11.73.....	\$9.55
\$10.00	500-2000hrs.....	\$18.17.....	\$9.55
MARBLE AND BRICK FINISHER			
\$21.91	1-500hrs.....	\$11.73.....	\$9.65
\$10.10	500-2000hrs.....	\$18.17.....	\$9.65
TRUCK DRIVERS			
Group 1			
\$26.90	60.0%	\$16.14.....	\$12.75
\$12.75	70.0%	\$18.83.....	\$12.75
	80.0%	\$21.52.....	\$12.75
	90.0%	\$24.21.....	\$12.75
Group 2			
\$27.02	60.0%	\$16.21.....	\$12.75
\$12.75	70.0%	\$18.91.....	\$12.75
	80.0%	\$21.62.....	\$12.75
	90.0%	\$24.32.....	\$12.75
Group 3			
\$27.15	60.0%	\$16.29.....	\$12.75
\$12.75	70.0%	\$19.01.....	\$12.75
	80.0%	\$21.72.....	\$12.75
	90.0%	\$24.44.....	\$12.75

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Classification (Journeyman Base Hourly Rate) (Journeyman Fringe Rate)	Percentage Base Rate	Hourly Amount	Fringe Amount
TRUCK DRIVERS (continued)			
Group 4			
\$27.41	60.0%	\$16.45.....	\$12.75
\$12.75	70.0%	\$19.19.....	\$12.75
	80.0%	\$21.93.....	\$12.75
	90.0%	\$24.67.....	\$12.75
Group 5			
\$27.63	60.0%	\$16.58.....	\$12.75
\$12.75	70.0%	\$19.34.....	\$12.75
	80.0%	\$22.10.....	\$12.75
	90.0%	\$24.87.....	\$12.75
Group 6			
\$27.79	60.0%	\$16.67.....	\$12.75
\$12.75	70.0%	\$19.45.....	\$12.75
	80.0%	\$22.23.....	\$12.75
	90.0%	\$25.01.....	\$12.75
Group 7			
\$27.99	60.0%	\$16.79.....	\$12.75
\$12.75	70.0%	\$19.59.....	\$12.75
	80.0%	\$22.39.....	\$12.75
	90.0%	\$25.19.....	\$12.75

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason (Plasterer)	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

OREGON DETERMINATION 2011-01

TRADE
BASIC
HOURLY **FRINGE**
RATE

TRADE
BASIC
HOURLY **FRINGE**
RATE

ASBESTOS WORKER/ **36.32** **18.47**
INSULATOR

BOILERMAKER **34.88** **24.52**

BRICKLAYER/STONEMASON
 (This trade is tended by "Tenders to Mason Trades")

Area 1 **32.89** **15.12**

(Add \$1.00 per hour to Fringe for Refractory repair work.)

Area 2 **31.67** **14.77**

(Add \$1.00 per hour to Fringe for Refractory repair work.)

Area 1

Baker	Grant	Marion	Umatilla
Benton (a)	Harney	Morrow	Union
Clackamas	Hood River	Multnomah	Wallowa
Clatsop	Lincoln (a)	Polk	Wasco (a)
Columbia	Linn (a)	Sherman	Washington
Gilliam	Malheur	Tillamook	Yamhill

Area 2

Benton (b)	Deschutes	Lake	Wasco (b)
Coos	Douglas	Lane	Wheeler
Crook	Jefferson	Lincoln (b)	
Curry	Klamath	Linn (b)	

(a) North Half (b) South Half

CARPENTER

Zone 1 (Base Rate)

Group 1	31.30	14.17
Group 2	31.45	14.17
Group 3	31.80	14.17
Group 4	31.95	14.17
Group 5	31.80	14.17
Group 6	32.30	14.17

CARPENTER (Continued)

Zone Differential for Carpenters
 (Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles but less than 100 miles.

Zone 7: More than 100 miles from the respective city hall of the cities listed below.

Reference Cities for Group 1 and 2 Carpenters

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

Zones for Groups 3 and 4 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city for the appropriate group shown, whichever is closer

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Zones for Groups 5 and 6 Carpenter are determined by the distance between the project site and **either**

- 1) The worker's residence; **or**
- 2) City Hall of a reference city for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

CARPENTER (Continued)

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

Group 1
(Carpenter Group-I)

Group 2
(Carpenter Group-II)

Group 3
(Millwright Group-I)

Group 4
(Millwright Group-II)

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

Welders receive \$.75/hour above their group's rate.

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

When working in sheet pile coffer dams or cells up to the external water level, Group 6 workers shall receive \$.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Zone 1 (Base Rate)

Group 1	26.87	17.59
Group 2	27.41	17.59
Group 3	27.41	17.59
Group 4	27.94	17.59

Zone Differential for Cement Mason
(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	3.00

CEMENT MASON (Continued)

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 80 miles.

Zone 5: More than 80 miles.

Reference Cities

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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

DIVER & DIVERS' TENDER

Diver	75.31	14.17
Divers' Tender	35.53	14.17

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Diver/Divers' Tender
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

DIVER & DIVERS' TENDER (Continued)

Zone 1: Projects within 30 miles of city hall in the cities listed below
 Zone 2: More than 30 miles, but less than 40 miles.
 Zone 3: More than 40 miles, but less than 50 miles.
 Zone 4: More than 50 miles, but less than 60 miles.
 Zone 5: More than 60 miles, but less than 70 miles.
 Zone 6: More than 70 miles, but less than 100 miles.
 Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Divers' Tender

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

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

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic	Hourly	Hourly	Divers'
Hourly	+ Depth	+ Enclosure	= Total
Rate	Pay	Pay	Hourly
Pay			Rate

Divers' Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
50-100 ft.	\$1.00 per foot over 50 feet
101-150 ft.	\$1.50 per foot over 100 feet
151-200 ft.	\$2.00 per foot over 150 feet

DIVER & DIVERS' TENDER (Continued)

Divers' Enclosure Pay (working without vertical escape):

Distance Traveled
In the Enclosure Hourly Enclosure Pay

5-50ft.	\$.50/hr. up to \$4.00 maximum per day
50-100ft.	\$1.13/hr. up to \$9.00 maximum per day
100-150ft.	\$2.13/hr. up to \$17.00 maximum per day
150-200ft.	\$4.63/hr. up to \$37.00 maximum per day
200-300ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$.40 per foot traveled in enclosure.
300-450ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$.80 per foot traveled in enclosure.
450-600ft.	\$4.63/hr. up to \$37.00 maximum per day, plus \$1.60 per foot traveled in enclosure.

DREDGER

Zone 1 (Base Rate)

Leverman (Hydraulic & Clamshell)	43.47	12.50
Assistant Engineer (Watch Engineer, Mechanic Machinist)	40.64	12.50
Tenderman (Boatman Attending Dredge Plant) Fireman	39.34	12.50
Fill Equipment Operator	38.28	12.50
Assistant Mate	35.85	12.50

Zone Differential for Dredgers
 (Add to Zone 1 Base Rate)

Zone B	3.00
Zone C	6.00

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.
 Zone B: More than 30 miles but not more than 60 miles.
 Zone C: Over 60 miles.

OREGON DETERMINATION 2011-01

TRADE
BASIC
HOURLY **FRINGE**
RATE

TRADE
BASIC
HOURLY **FRINGE**
RATE

**DRYWALL, LATHER, ACOUSTICAL
 CARPENTER & CEILING INSTALLER**

Zone 1 (Base Rate)

Drywall (Acoustical and Drywall Applicator)	31.59	13.88
Wetwall (Lather)	29.71	15.76

Zone Differential for Drywall, Lather, Acoustical
 Carpenter & Ceiling Installer
 (Add to Zone 1 Base Rate)

Zone mileage based on road miles:

Zone 2	31-40 miles	.85
Zone 3	41-50 miles	1.25
Zone 4	51-60 miles	1.70
Zone 5	61-70 miles	2.00
Zone 6	71-100 miles	3.00
Zone 7	101 or more	5.00

The correct transportation allowance shall be based on road mileage from the City Hall of the local union having jurisdiction of the job or other transportation reference cities herein listed.

Reference Cities

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

ELECTRICIAN

Area 2

Electrician	35.20	15.29
Cable Splicer	36.96	15.34

Area 3

Electrician	31.97	13.86
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Area 4

Electrician	35.76	15.80
Cable Splicer	39.34	15.91
Electrical Material Handler	17.43	7.67

ELECTRICIAN (Continued)

Area 5

Electrician	36.05	16.58
Electrical Material Handler	20.55	10.64
Electrical Welder	39.66	16.69

Zone Pay for Area 5 Electrician
 (Add to Basic Hourly Rate)

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50
Zone 2	51-70 miles	3.50
Zone 3	71-90 miles	5.50
Zone 4	91 or more	9.00

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

Astoria	Hood River	Seaside	The Dalles
Tillamook			

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

Area 6

Electrician	29.78	14.44
Cable Splicer	29.78	14.44
Electrical Material Handler	16.22	7.64

Zone Pay for Area 6 Electrician
 (Add to Basic Hourly Rate)

Zone mileage based on road miles:

Zone 1	0-20 miles	0.00
Zone 2	21-30 miles	1.50
Zone 3	31-40 miles	3.30
Zone 4	41-50 miles	5.00
Zone 5	51-60 miles	6.80
Zone 6	60 or more	9.50

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

IRONWORKER (Continued)

Note: Zone pay for Ironworkers shall be determined using AAA road mileage computed from the city hall of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities

Medford Portland

LABORER

Zone 1 (Base Rate):

Group 1	25.25	11.85
Group 2	25.91	11.85
Group 3	26.38	11.85
Group 4	26.80	11.85
Group 5	21.99	11.85

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

Zone Differential for Laborers
(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 80 miles.

Zone 5: More than 80 miles.

Reference Cities

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

LABORER (Continued)

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

LIMITED ENERGY ELECTRICIAN

Area 3	24.70	12.24
Area 4	27.04	11.96
Area 5	26.95	13.66

Area 3

Coos
Curry

Area 5

Clackamas
Multnomah
Washington

LINE CONSTRUCTOR

Area 1

Group 1	47.34	13.74
Group 2	42.27	13.53
Group 3	29.70	10.24
Group 4	36.35	10.85
Group 5	31.70	10.30
Group 6	29.59	10.24
Group 7	15.77	8.98

Area 1 All counties except Malheur County

Group 1

Cable Splicer
Leadman Pole Sprayer

Group 5

Head Groundman
Jackhammer Man
Powderman

OREGON DETERMINATION 2011-01

TRADE
BASIC
HOURLY FRINGE
RATE

TRADE
BASIC
HOURLY FRINGE
RATE

LINE CONSTRUCTOR

(continued)

Group 2

Heavy Line Equipment Man
 Journeyman Lineman Welder
 Journeyman Lineman
 Pole Sprayer

Group 6
 Groundman

Group 7
 Tree Trimmer Ground-
 man

Group 3

Tree Trimmer

Group 4

Line Equipment Man

MARBLE SETTER

33.89 15.12

(This trade is tended by "Tile, Terrazzo, & Marble Finishers")

PAINTER & DRYWALL TAPER

Commercial Painting **20.00 7.46**
 Industrial Painting **23.80 7.46**

Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for both commercial and industrial painting.

Drywall Taper **31.76 11.58**

PLASTERER AND STUCCO MASON

(This trade is tended by "Tenders to Plasterers")

Nozzleman **30.86 12.81**
 Swinging Scaffold **29.86 12.81**
 All Other Work **28.86 12.81**

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **25.58 11.92**

Add \$2.21 per hour to basic hourly rate if it is possible for worker to fall 30 ft. or more, or if required to wear a fresh-air mask or similar equipment for 2 hours or more.

Zone Differential for Area 1
Plumber/Pipefitter/Steamfitter/
 (Add to Base Rate)

Zone 1 **2.50** per hour
 Zone 2 **3.50** per hour
 Zone 3 **5.00** per hour

PLUMBER/PIPEFITTER/STEAMFITTER

(Continued)

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles-Basic rate plus \$2.50 per hour.

Zone 2: Fifty five (55) to one hundred (100) miles-Basic rate plus \$3.50 per hour.

Zone 3: Over one hundred (100) miles-Basic rate plus \$5.00 per hour.

There shall be a maximum of ten (10) hours of zone pay per workday.

Reference Cities for Area 1:

Boise, Idaho
 Twin Falls, Idaho

Area 2 **44.00 20.74**

Area 3 **35.69 20.39**

<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Baker	Grant (a) Morrow Umatilla Union Wallowa	All Remaining Counties

(a) Except Southwest Portion

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	37.27	12.35
Group 1A	39.13	12.35
Group 1B	41.00	12.35
Group 2	35.64	12.35
Group 3	34.65	12.35
Group 4	33.71	12.35
Group 5	32.60	12.35
Group 6	29.61	12.35

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 673-0839.

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

POWER EQUIPMENT OPERATOR

(Continued)

Zone Rates

Zone 2	3.00
Zone 3	6.00

For the Following Metropolitan Counties:

Multnomah, Clackamas, Marion, Yamhill, Washington and Columbia:

See map on page 46 for Zone 1 of this classification

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, west of the western boundary of Mt. Hood National Forest and west of mile post 30 on Interstate 84 and west of mile post 30 on State Hwy 26 and west of mile post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

For the Following Cities:

Albany; Bend; Coos Bay; Eugene; Grants Pass; Klamath Falls; Medford and Roseburg:

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

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

POWER EQUIPMENT OPERATOR

(Continued)

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

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

ROOFER

Area 1*

Roofer	27.03	8.65
Handling coal tar pitch	29.73	8.65
Remove fiberglass insulation	29.73	8.65

*On all jobs on which coal tar pitch is the basic roofing material or where the old roof being removed is composed of coal tar based material, a rate of pay ten percent (10%) greater than the basic rate of pay shall be paid for all work performed.

*All employees engaged in removing fiberglass insulation shall receive a rate of pay ten percent (10%) greater than the employee's basic rate of pay.

Area 2**

Roofer	21.29	9.90
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** Add \$2.00 to basic hourly rate for application, spudding and cutting or removal of coal tar products.

** Add \$0.50 per hour to base hourly rate for application, spudding and cutting or removal of fiberglass insulation.

Area 1

Clatsop	Hood River	Sherman
Columbia	Tillamook	Wasco

TRADE	BASIC	FRINGE
	HOURLY	
	RATE	

TRADE	BASIC	FRINGE
	HOURLY	
	RATE	

ROOFER (Continued)

Area 2

Douglas	Marion	Polk	Yamhill
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SHEET METAL WORKER

<u>Area 1</u>	34.42	17.11
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Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work with lead or installing material in a plant that uses lead in any form to manufacture a product (excluding soldering).

Add \$1.00 to base rate for work performed in a confined space as defined by OSHA.

<u>Area 2</u>	23.51	14.45
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<u>Area 3</u>	31.61	16.93
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Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask.

<u>Area 4</u>	30.00	15.12
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<u>Area 5</u>	28.98	15.54
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<u>Area 1</u>	<u>Area 1 (Cont.)</u>	<u>Area 3</u>
Benton	Polk	Morrow
Clackamas	Washington	Umatilla
Gilliam	Wheeler	
Grant	Yamhill	<u>Area 4</u>
Harney		Douglas
Lincoln	<u>Area 2</u>	
Linn	Malheur	<u>Area 5</u>
Marion		Coos
Multnomah		Curry

<u>SOFT FLOOR LAYER</u>	26.63	10.85
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<u>SPRINKLER FITTER</u>	32.75	18.20
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TENDERS TO MASON TRADES (Brick and Stonemason, Mortar Mixer, Hod Carrier)

26.88	11.85
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Add \$0.50 to base rate for refractory work.

Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending.

TENDER TO PLASTERER AND STUCCO MASON

26.65	12.25
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork (Sheet Metal Worker)

34.42	17.11
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Water Distribution Systems (Plumber/Pipefitter/Steamfitter)

35.69	20.39
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TILE SETTER/TERRAZZO WORKER: Hard Tile Setter

28.90	13.57
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(This trade is tended by "Tile, Terrazzo, & Marble Finisher")

TILE, TERRAZZO, AND MARBLE FINISHER

TILE, TERRAZZO FINISHER

21.91	10.00
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Add \$1.00 to base rate if safety belt required by State safety regulations.

Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.

BRICK AND MARBLE FINISHER

21.91	10.10
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OREGON DETERMINATION 2011-01

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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TRUCK DRIVER Zone A (Base Rate):

Group 1	26.90	12.75
Group 2	27.02	12.75
Group 3	27.15	12.75
Group 4	27.41	12.75
Group 5	27.63	12.75
Group 6	27.79	12.75
Group 7	27.99	12.75

(Zone Pay in addition to Basic Hourly Rate and Fringe.)

For the Following Cities:

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

Zone differential for Truck Drivers
(Add to Zone A rate)

Zone B	.65
Zone C	1.15
Zone D	1.70
Zone E	2.75

Zone A: Projects within 30 miles of the cities listed above

Zone B: More than 30 miles but less than 40 miles.

Zone C: More than 40 miles but less than 50 miles.

Zone D: More than 50 miles but less than 80 miles.

Zone E: More than 80 miles.

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

ATTACHMENT 6

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS PUBLICATION DATE: June 3, 2011

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 673-0839.

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	ACMS Cabinets, Inc. 1510 SW Friendly Court. McMinnville, OR 97128	August 12, 2008	August 11, 2011
2.	BPM Plaster, Inc. PO Box 17915 Salem, OR 97305	January 15, 2011	January 14, 2014
3.	Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
4.	Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	Sam Boulis and Janet Boulis 15460 Brianne Court Lake Oswego, OR 97035	January 22, 2009	January 21, 2012
6.	Mark A. Bourdeau 13233 SW Morgan Road Sherwood, OR 97140	June 3, 2011	June 2, 2014
7.	Mark Bourdeau Trucking, Inc. 13233 SW Morgan Road Sherwood, OR 97140	June 3, 2011	June 2, 2014
8.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
9.	Century Atlantic Construction, LLC fdb a First Choice Gutters 10725 NE Tillamook Portland, OR 97220	June 3, 2011	June 2, 2014
10.	Collins and Collins Construction Co. dba Collins and Collins Construction 2957 SW Peridot Avenue PO Box 420 Redmond, OR 97756	May 27, 2009	May 26, 2012

ATTACHMENT 6

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS PUBLICATION DATE: June 3, 2011

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
11.	Thomas W. Crowder 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011
12.	Crowder Electric, LLC 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011
13.	Holm II, Inc. Dennis A. Holm Linda A. Holm 618 N 2 nd Avenue Stayton, OR 97383	January 1, 2011	December 31, 2013
14.	Howard E. Johnson & Sons Construction Co. PO Box 1142 Warrenton, OR 97146-1142	August 26, 2009	August 25, 2012
15.	JAL Contracting PO Box 7529 Bend, OR 97708-7529 21085 Lost Valley Court Bend, OR 97702-2801	November 25, 2009	November 24, 2012
16.	David Larson PO Box 1142 Warrenton, OR 97146-1142	August 26, 2009	August 25, 2012
17.	Larson Construction Co., Inc. PO Box 2797 Gearhart, OR 97138-2797	August 26, 2009	August 25, 2012
18.	Jennifer A. Lupton PO Box 7529 Bend, OR 97708-7529 21085 Lost Valley Court Bend, OR 97702-2801	November 25, 2009	November 24, 2012
19.	Lance Lupton PO Box 7529 Bend, OR 97708	May 24, 2010	May 23, 2013
20.	Lela Mae Lupton PO Box 7529 Bend, OR 97708	May 24, 2010	May 23, 2013
21.	Servando Garcia Maldonado PO Box 17915 Salem, OR 97305	January 15, 2011	January 14, 2014

ATTACHMENT 6

LIST OF CONTRACTORS INELIGIBLE TO RECEIVE PUBLIC WORKS CONTRACTS PUBLICATION DATE: June 3, 2011

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
22.	Robert Dean Moore 439 SW 30 th Court Troutdale, OR 97060	May 27, 2009	May 26, 2012
23.	Northwest Road Builders, Inc. 57280 Timber Road Vernonia, OR 97064-9645	June 3, 2011	June 2, 2014
24.	Omega West Painting, Inc. PO Box 6683 Portland, OR 97228	January 22, 2009	January 21, 2012
25.	Pacwest Contracting LLC 23388 Butterfield Trail Bend, OR 97702	May 24, 2010	May 23, 2013
26.	Rob's Custom Interiors, Inc. 439 SW 30 th Court Troutdale, OR 97060	May 27, 2009	May 26, 2012
27.	Christopher Rogers 1355 Piedmont Springfield, OR 97477	June 3, 2011	June 2, 2014
28.	Rogers Consulting and Construction, Inc. 496 S 69 th Place Springfield, OR 97478	June 3, 2011	June 2, 2014
29.	T.W. Crowder Electric Co., Inc. 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011
30.	Anthony Taylor 1510 SW Friendly Court McMinnville, OR 97128	August 12, 2008	August 11, 2011
31.	Bradley L. Thomas 465 NE 181 st , #503 Portland, OR 97230	May 27, 2009	May 26, 2012
32.	Richard W. Titus 57280 Timber Road Vernonia, OR 97064-9645	June 3, 2011	June 2, 2014
33.	Westside Painting, Inc. PO Box 6986 Portland, OR 97228	July 1, 2009	June 30, 2012

**BRAD AVAKIAN, COMMISSIONER
OREGON BUREAU OF LABOR AND INDUSTRIES**

ATTACHMENT 7
Certifications of Compliance

Following are certifications of compliance for State regulations pertaining to Residency, Licensing, Non-Discrimination and Drug Testing.

By signing this form you are certifying that you fully understand its content and will comply with any and all regulations referenced.

CERTIFICATION OF COMPLIANCE STATEMENT OF RESIDENCY

279A.120 Preference for Oregon goods and services; nonresident bidders. (1) As used in this section:

(a) “Nonresident bidder” means a bidder who is not a resident bidder.

(b) “Resident bidder” means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a “resident bidder” under this paragraph.

(2) For the purposes of awarding a public contract, a contracting agency shall:

(a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and

(b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

(4) The Oregon Department of Administrative Services on or before January 1 of each year shall publish a list of states that give preference to in-state bidders with the percent increase applied in each state. A contracting agency may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder. [2003 c.794 §16]

By signing this Certification the undersigned bidder does hereby certify and confirm that their organization () is () is not a resident bidder, as defined in ORS 279A.120.

CERTIFICATION OF COMPLIANCE AND LICENSING WITH CONTRACTORS BOARD

279C.365 Requirements for solicitation documents and bids and proposals. (1) A contracting agency preparing solicitation documents for a public improvement contract shall, at a minimum, include: (k) A statement that a bid for a public improvement contract may not be received or considered by the contracting agency unless the bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board.

Bidder’s Construction Contractor’s Board Registration Number:

Bidder’s State Landscape Contractor’s Board Registration Number:

By signing this Certification, the undersigned bidder does hereby certify and confirm that as required by ORS 279C.365 and as the proposed general contractor for City of Springfield, they are licensed with the Construction Contractors Board and/or the State Landscape Contractors Board as appropriate, and will comply with all regulations and requirements of such.

CERTIFICATION OF COMPLIANCE STATEMENT OF NONDISCRIMINATION

279A.110 Discrimination in subcontracting prohibited; remedies. (1) A bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

ATTACHMENT 7
Certifications of Compliance

(2) A contracting agency may debar or disqualify, under ORS 279B.130 or 279C.440, as appropriate, a bidder or proposer if the contracting agency finds that the bidder or proposer has violated subsection (1) of this section in the awarding of a subcontract in connection with a contract advertised by the contracting agency or a contract between the contracting agency and the bidder or proposer. A debarred or disqualified bidder or proposer may appeal the debarment or disqualification under ORS 279B.425 or ORS 279C.445 and 279C.450, as appropriate.

(3) A contracting agency may not allege an occurrence of discrimination in subcontracting as a basis for debarring or disqualifying a bidder or proposer under subsection (2) of this section more than three years after the alleged discriminatory conduct occurred or more than three years after the contracting agency, in the exercise of reasonable diligence, should have discovered the conduct, whichever is later.

(4) A bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a public contract that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

(5) After a contractor is awarded a public contract, if the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a breach of contract that permits:

(a) Termination of the contract; or

(b) The contracting agency to exercise any remedies for breach of contract that are reserved in the contract. [2003 c.794 §15]

By signing this Certification the undersigned bidder does hereby certify and confirm that, as the proposed general contractor for City of Springfield, the bidder has not discriminated, and will not, discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 as required by ORS 279A.110.

CERTIFICATION OF EMPLOYEE DRUG TESTING PROGRAM

279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing. (1) Every public improvement contract shall contain a condition that the contractor shall: (2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. [2003 c.794 §138; 2005 c.103 §27]

By signing this Certification, the undersigned bidder does hereby certify and confirm that, as the proposed general contractor for City of Springfield, he/she and any subcontractors performing work on the project in question has an employee drug testing program in place that is in compliance with ORS 279C.505.

Affidavit:

I, the undersigned, as (sole owner) (partner) (officer of the foregoing corporation) (agent of the Bidder), being duly sworn on oath, depose and say that I have fully informed myself of the content of this document and further state that the Bidder and the Bidder's subcontractors will fully comply with any and all regulations of the above referenced legislation.

Bidder's Signature

Date

Bidder's Name (Please Print)

ATTACHMENT 7
Certifications of Compliance

**Certification of Compliance
With all Prevailing Wage Rate Requirements**

Prevailing Wage Rates Information can be found at the following website:

www.oregon.gov/BOLI/WHD/PWR

For the proper Prevailing Wage Rates applicable to this project please refer to the following publications:

1. Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law) with an effective date of January 1, 2010.
2. The following Amendments to the Prevailing Wage rates for Public Works Contracts in Oregon also apply;
 - a. January 1, 2010 PWR Apprenticeship Rates
 - b. January 1, 2010 Definitions of Covered Occupations for Public Works Contracts in Oregon
 - c. April 1, 2010 Corrections/Amendments
 - d. April 1, 2010 Amendment to PWR Apprenticeship rates

The undersigned bidder hereby certifies that, if awarded the contract, they shall fully comply with all provisions regarding prevailing wage rates as required by ORS 279C.800 to ORS279.870 and/or 40 U.S.C 276.

Company Name (Please Print)

Bidder's Name (Please Print)

Bidder's Address

City

State

Zip

Bidders Signature

Title

Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE STATEMENT

ORS 279C.370 requires that bidders disclose to the City of Springfield certain first-tier subcontractors. When the contract value for a public improvement is greater than \$100,000, the bidder shall list below the names, the Construction Contractors Board number and location of place of business of each subcontractor who will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:

five percent of the total project bid or \$15,000, whichever is larger; or \$350,000 regardless of the percentage of the total project bid.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within 2 working hours after the advertised bid closing time. This form must be submitted regardless of the use of subcontractors. Mark "None" in the subcontractor list if there are no subcontractors that need to be disclosed. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid may not be considered for award.

If the form is submitted separately from the bid it should be enclosed in an envelope marked:

"Subcontractor Disclosure Form Submitted for Project PXXXXX for (Bidder's Name)"

Project Number: _____

Project Title: _____

Bid Closing: Date: _____ Time: _____

Disclosure Deadline: Date: _____ Time: _____

Bidder's Name: _____

Bidder's Telephone Number: _____

Contact Person: _____

Check here if the bid amount less deductive alternates, if any, is \$100,000 or less. If the bid amount less deductive alternates, if any, is less than \$100,000 the remainder of the form does not need to be completed, but the form must still be submitted.

List below the *Name, Address, Telephone Number, Contact Person, and Construction Contractor Board (CCB) number* for each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed, the category of work that the subcontractor will be performing, and the dollar amount of the subcontract. *(If needed, please attach additional sheets.)*

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

ATTACHMENT 8

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	

Firm Name:	
Address:	Contact Person:
City, State, Zip:	CCB Number:
Telephone:	Dollar Value:
Category of Work Provided:	



CITY OF SPRINGFIELD
Public Improvement Contracts
ORS 279C.375

FINANCIAL RESPONSIBILITY FORM

ORGANIZATION NAME: _____

PRINCIPAL(S): _____
Name / Title (Please Print)

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

The information provided in this form is part of the City's inquiry concerning Bidder responsibility pursuant to ORS 279C.375 for public works/public improvement projects. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete, or illegible answers may result in a finding that you are not a responsible Bidder. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential must be marked according to instructions in the solicitation document.

1. Is your company a Resident Oregon Bidder as defined in ORS 279A.120?

Resident Non-resident

Note: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120(1)(b)

2. Contractor's Construction Board Number: _____ as required by ORS 701.055.

Expiration date: _____

3. Companies from whom you obtain surety bonds:

Surety Company #1

Name: _____

Contact Name: _____

Telephone: _____ FAX: _____

E-mail: _____

Present Amount of Bonding Coverage (\$): _____

Surety Company #2 (if needed) Name: _____ Contact Name: _____ Telephone: _____ FAX: _____ E-mail: _____ Present Amount of Bonding Coverage (\$): _____
--

4. Has your application for Surety Bond ever been declined within the past 10 years?

Yes No

If yes, please explain. _____

5. During the past two years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?

Yes No

If yes, please explain. _____

6. Has a judgment been entered against your company within the past 15 years finding it to be in breach of any contract for unperformed or defective work?

Yes No

If yes, please explain. _____

7. Has any officer, employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes No

If yes, please explain. _____

8. Has any officer, employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes No

If yes, please explain. _____

9. Has your company or any officer, employee or agent of your company been convicted under state or federal antitrust laws?

Yes No

If yes, please explain. _____

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?

Yes No

If yes, please explain. _____

11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$_____. What portion of this amount remains available at time of completion of this form? \$_____.

12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?

Yes No

If yes, please explain. _____

13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?

Yes No

If yes, please explain. _____

14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "Yes" even if the matter proceeded to arbitration or mediation without court litigation.

Yes No

If yes, please explain. _____

15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?

Yes No

If yes, please explain. _____

16. Complete the attached experience and reference form, Attachment 1 for your firm and submit with bid package.

17. Include with your bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.

18. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

Declaration and Signatures

The undersigned hereby declares that he or she has the legal power, right and actual authority to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. The undersigned further agrees to provide additional financial statements (described in #18 above) upon request by City's Finance Director. Incomplete, incorrect or misleading information may be reason for a determination by the City of non-responsibility.

By: _____ Date: _____
(Signature of authorized official)

Name: _____ Title: _____
(Please type or print) *(Please type or print)*

For: _____
(Firm's name - Please type or print)

Business Organization: (Check one)

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Other _____ |