



**GREATER ALBANY PUBLIC SCHOOL DISTRICT 8 J
2021 GYM FLOORING ABATEMENT PROJECTS**

AT

**LIBERTY ELEMENTARY SCHOOL
SUNRISE ELEMENTARY SCHOOL
WAVERLY ELEMENTARY SCHOOL**

BID DOCUMENTS



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
TITLE PAGE
SECTION 00 0010

PROJECT MANAGER:

Ken Gruenwald, Sr. Project Manager
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Albany, OR 97321
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CONSULTANT:

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SCHOOL DISTRICT:

Russ Buttram, Executive Dir. of Operations
Greater Albany Public Schools
718 Seventh Avenue SW
Albany, OR 97321-2320
Phone: 541-967-4505
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PROJECT:

2021 Gym Flooring Abatement Projects

LOCATIONS:

Liberty Elementary School
2345 SW Liberty Street
Albany, OR 97321

Sunrise Elementary School
730 SE 19th Avenue
Albany, OR 97322

Waverly Elementary School
425 SE Columbus Street
Albany, OR 97321



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THE
GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
Bids Due 2:00 PM, March 23, 2021

INVITATION FOR BIDS

NOTICE IS HEREBY GIVEN bids will be accepted via **ELECTRONICALLY** by Ken Gruenwald, Sr. Project Manager, HMK Company until **2:00 PM** Local Time, **March 23, 2021** at which time and place bids will be closed. A public bid opening will be held via a Teams Meeting at **2:01PM on March 23, 2021**. A link to the meeting will be emailed to those firms that are listed on the Pre-Bid Meeting sign-in sheet prior to the time of bid.

The work consists of: Select abatement of three schools. Liberty, Sunrise, and Waverly Elementary School to facilitate new flooring.

The following deadlines and restrictions are applicable to the project: Project start date **June 14, 2021**. Contract must meet a Substantial Completion date of **June 25, 2021**.

A MANDATORY Pre-Bid Meeting will be held at 3:00 PM on March 10, 2021 starting with **Liberty Elementary School** located at 2345 SW Liberty Street, Albany, OR 97321, followed by **Sunrise Elementary school**, 730 SE 19th Avenue, Albany, OR 97322 and ending at **Waverly Elementary School**, 425 SE Columbus Street, Albany, OR 97321. Representatives of the Contractors will meet with the Owner and Project Manager for review of the project specifications and then visit the site for a walk of the facility.

All bids must be submitted on the proposal forms furnished to the bidders. Each bid proposal shall be submitted **ELECTRONICALLY**, and the subject line as follows: **GAPS - 2021 GYM FLOORING ABATEMENT PROJECTS BID DOCUMENTS**. Each bid must be accompanied by an unconditional cashier's check, certified check or surety bond of the bidder in the amount of ten percent (10%). Unsuccessful bidders will have their security refunded to them when the contract has been awarded.

Bid documents may be obtained from HMK Company web site <https://www.hmkco.org/bid-documents/>

Any objections to or comments upon the bid specifications must be submitted in writing to the attention of Mr. Ken Gruenwald, Sr. Project Manager, HMK Company, PO Box 1176, Albany, OR 97321. To be considered, such objections or comments must be received at least FIVE (5) working days before the bid closing date.

No bid for a construction contract shall be received or considered by the public contracting agency unless the bidder is licensed by the Construction Contractors Board of the State of Oregon as required by ORS 701.035 and 701.055. Each bid must identify whether the bidder is an Oregon resident bidder, as defined in ORS 279A.120.

Bidder's attention is directed to compliance with ORS 279C.370 regarding submission of the First-Tier Subcontractor Disclosure Form. If the contract amount exceeds \$100,000.00, the First-Tier Subcontractor Disclosure Form will be required and may be submitted either with the bid or within **two (2)** hours after the bid closing time and date at the bid site address. Failure to provide the First-Tier Subcontractor Disclosure Form may result in bid rejection.

The District reserves the right to reject any or all bids, to waive formalities, and to postpone the award of the contract for thirty (30) days. All bids and all prices quoted in bids shall be firm for a period of thirty (30) days after the bid closing date.



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
INVITATION FOR BID
SECTION 00 1113

March 5, 2021

Ken Gruenwald, Sr. Project Manager
on behalf of:
The Greater Albany Public School District 8J



PART 1 – GENERAL

1.1 GENERAL

- A. The Work contemplated under this contract with School District (GAPS), (also referred to as the Owner or the District), includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all Work in connection with the project described in the bidding documents.
- B. A brief summary of the Work to be completed for the District is as follows:

The project is: 2021 Gym Flooring Abatement Project

1.2 EXAMINATION OF SITE AND CONDITIONS

- A. Prior to submitting a bid, the bidder shall examine the District facilities, and ascertain all of the physical conditions in relation thereto. The bidder shall also make a careful examination of the drawings, specifications and other contract documents and shall fully inform himself as to the quantity of materials and the sources of supply of the materials. Failure to make these precautions will not release the successful bidder from entering into a contract or excuse him from performing the Work in strict accordance with the terms of the contract.
- B. The Owner will not be responsible for any loss or any unanticipated costs that may be suffered by the successful bidder as a result of such bidder's failure to fully inform himself in advance with regard to all conditions pertaining to the Work and the character of the Work required. No statement made by any officer, agent or employee of the Owner in relation to the physical conditions pertaining to the site of the Work will be binding on the Owner.

1.3 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person contemplating submitting a bid for the proposed contract finds discrepancies in, or omission from, or is in doubt as to the true meaning of any part of the drawings, specifications or form of contract documents, he may submit to the Architect a written request for an interpretation thereof to be received in the office of the Architect no later than **7 calendar days before bid, before 2:00 PM** local time. The person submitting the request will be responsible for its delivery prior to the time of closing.
- B. Any official interpretation of the drawings, specifications, and conditions of the contract or forms of contract documents will be made only by subsequent addenda issued by the Project Manager. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

1.4 SPECIFIED PRODUCTS AND SUBSTITUTIONS

- A. Bids must be based upon the use of items and manufacturers named in the specifications, or, approved equals issued by addenda during the bidding period. Approval of equals or substitutions must not be assumed.
- B. If a prospective bidder or supplier seeks approval of a particular manufacturer's material or product other than the material, product and / or manufacturer designated in the specifications, he may submit a written request for such substitute material, product and / or manufacturer. Substitution requests are to be submitted using the



Substitution Request Form included in this project manual. Substitution requests must be received in the office of the architect no later than **7 calendar days before bid, before 2:00 PM** local time. The person requesting the substitution will be responsible for delivery of the substitution request form prior to the time of closing. **Faxed or Emailed Substitution Request Forms will be accepted.**

- C. Approval of substitution requests will be made only by addenda issued by the Project Manager during the bidding period. The Owner will not be responsible for any other approval of a particular manufacturer's materials.

1.5 PRE-BID MEETING

- A. A MANDATORY Pre-Bid Meeting will be held at **3:00 PM** on **March 10, 2021 starting with Liberty Elementary School** located at 2345 SW Liberty Street, Albany, OR 97321, followed by **Sunrise Elementary school**, 730 SE 19th Avenue, Albany, OR 97322 and ending at **Waverly Elementary School**, 425 SE Columbus Street, Albany, OR 97321. Representatives of the Contractors will meet with the Owner and Project Manager at the site for review of the project specifications and site walk of the facility.
- B. Contractors intending to submit proposals for this project must attend this pre-bid meeting. No other meeting will be held.

1.6 GENERAL STATUTORY PROVISIONS CONCERNING PUBLIC CONTRACTS

- A. In accordance with the provisions of Oregon Revised Statutes (ORS) 279C.530, it is agreed that the Contractor shall make prompt payment, as due, to all person supplying to the contractor labor or materials for the prosecution of the Work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the Contractor incurred in the performance of the contract herein, not permit any lien or claims to be file or prosecuted against the District on account of any labor or material furnished, and to pay the State Tax Commission all sums withheld from employees pursuant to ORS 316.169, ORS 316.189 and ORS 316.167.
- B. Pursuant to ORS 279C.515, it is agreed that if the Contractor fails, neglects or refuses to make prompt payment on any claim for labor or services furnished to the Contractor by any persons in connection with this agreement as such claim becomes due, the proper officer of officers representing the District may pay such claim to the person furnishing the labor or service and charge the amount of the payment against the Contractor. The payment of a claim in the manner authorized in this paragraph shall not relieve the Contractor or his surety from obligation with respect to any unpaid claims.
- C. Pursuant to ORS 279C.520, it is a condition of this agreement that no person shall be employed by the Contractor for more than eight (8) hours in any one (1) day, or forty hours in any one (1) week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, the person shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one (1) day and for Work performed on Saturdays and legal holidays.
- D. Pursuant to ORS 279C.525 the Contractor shall comply with the provisions of all federal, state and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.



- E. Pursuant to ORS 279C.530, it is an express condition of this agreement that the Contractor shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, or all sums which the Contractor may or shall have deducted from their wages of his employees for such services pursuant to the terms of ORS 279B.230, and any contract entered into pursuant thereto, or collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purposes of providing or paying for such service.
- F. The hourly rate of wage to be paid by the Contractor (and incorporated in his subcontracts) shall not be less than provided in ORS 279C.800 to ORS 279C.870, and as hereinafter included in Section 00 7343-BOLI Wage Rate Requirements.
- G. Pursuant to ORS 645.001 et seq. OAR Chapter 437, Div. 3 and OAR Chapter 437-002-0320 through OAR Chapter 437-002-0325, the Contractor shall comply with the following conditions under any contract to provide the District with goods or services.
 - 1. Contractors and their employees shall comply with the requirements of the above cited Laws, Rules, Policies and Regulations
 - 2. The Contractor shall review the Material Safety Data Sheets filed by the District to determine if there are any chemicals stored at the site of Work which the Contractor or any subcontractors will use, or could be exposed to in an emergency
 - 3. Workers shall inform the executive officer at the location where services are being performed of all hazardous chemicals which they or their sub-contractors bring upon education facility property, and upon request, provide the District with M.S.D.S. for such chemicals
- H. Each bid shall identify whether the bidder is an Oregon resident bidder, as defined in ORS 279A.120.
- I. Pursuant to ORS 279C.830 (3), the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

1.7 BID SECURITY

- A. No bid will be considered unless accompanied by a cashier's check or bid bond executed in favor of the District and associated facility for an amount equal to at least ten percent (10%) of the base bid and shall accompany the bid as evidence of good faith and as guarantee that if awarded the contract the bidder will execute the contract and provide a performance bond and payment bond as required. The successful bidder's check or bid bond will be retained until he has entered into a satisfactory contract and furnished a 100% performance bond and payment bond. The Owner reserves the right to hold the bid security as hereinafter noted.
- B. The bid bond shall be furnished by a bonding company licensed to do business in the State of Oregon.



- C. Should the successful bidder fail to execute and deliver the signed agreement and a satisfactory payment bond and performance bond within ten (10) days after the bid has been accepted by the Owner, the cashiers check or bid bond may be forfeited as liquidated damages at the option of the Owner. The date of acceptance of the bid and the award of the contract as contemplated by the contract documents shall mean the day on which the Owner takes official action in making the award.

1.8 EXECUTION OF THE BID FORM

- A. The bid form invites bids on definite drawings and specifications. Only the amounts and information asked for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the Work exactly as specified and provided in the bid form. The bidder shall include in a sum to cover the cost of all items contemplated by the bidding documents.
- B. The bid form included in the project manual as Document 00 4100 is the official bid form that will be used in submitting a bid. Only the official bid form may be used in submitting a bid.
- C. All blank spaces in the official bid form shall be filled and numbers shall be stated both in writing and in figures. If the bid is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the partner signing for the firm. The address of the bidder shall be typed or printed on the bid form.
- D. Bids which are incomplete, or which are conditioned in any way, or which contain erasures or alterations may be rejected.

1.9 SUBMISSION OF BID

- A. The bid proposal shall be emailed to **Ken Gruenwald, Sr. Project Manager** at ken.gruenwald@hmkco.org, the subject line should be as follows:
GAPS - 2021 GYM FLOORING ABATEMENT PROJECTS BID DOCUMENTS
- B. Bids will be received up to **2:00 pm**, local time **March 23, 2021** at the email listed above.
- C. Bids shall be considered late if received any time after **2:00 PM Local time on March 23, 2021**. Bids received after the specified time shall be rejected. It is the responsibility of the Contractor to ensure that bids have been received by contacting Ken Gruenwald, Sr. Project Manager at 541-973-6443
- D. The First Tier Subcontractors list **MUST** be emailed to ken.gruenwald@hmkco.org **by 4:00 PM on March 23, 2021**.
- E. The following attachments are the only items to be included with your Bid Package for the 2021 Gym Flooring Abatement Projects.
 - a. Attachment 1: Bid Form
 - b. Attachment 2: Bid Bond
 - c. Attachment 3: First Tier Sub Contractors List
 - d. Attachment 4: Reference's
 - e. Attachment 5: Work Plan
 - f. Attachment 6: Checklist



- F. All items need to be submitted individually. There are to be **NO** additional items included with your Bid. This checklist **MUST** be signed and dated to make your bid complete.

1.10 OPENING OF BIDS

- A. A public bid opening will be held immediately following the scheduled closing. Each and every bid received prior to the closing time will be publicly opened and read aloud irrespective of any irregularities or informalities contained in such bids.

1.11 DURATION OF BID PROPOSALS

- A. The base bid shall be irrevocable for a period of sixty (60) days from the date and time of bid opening.
- B. The base bid may be adjusted for alternate prices and / or unit prices for a period of sixty (60) days from the date and time of bid opening.

1.12 CONTRACT AND BOND

- A. Within ten (10) days after receipt of Notice of Award, any bidder to whom a contract is awarded shall execute a formal written contract and shall furnish corporate surety bonds with a surety company satisfactory to the District in an amount equal to the full contract sum based upon the estimated quantities of items covered by the contract for the faithful performance of said contract and all provisions thereof; provided, the formation of said contract shall not be completed and the District shall not be liable thereon until said formal written contract has been executed both by the successful bidder and by the District and a performance bond and a payment bond, properly executed has been delivered and accepted by the District.
- B. The cashiers check or bid bond of the bidder with whom a contract is entered into will be returned when said contract has been properly executed by the bidder and said performance and payment bond, properly executed, has been delivered to and accepted by the District. The cashiers check or bid bond to each bidder who was not awarded a contract will be returned promptly after the contract and bond of the successful bidder, properly executed, has been delivered to and accepted by the District.
- D. Any bidder to whom a contract is awarded and who shall default in executing said formal written contract or in furnishing a satisfactory performance and payment bond within the time and in the manner required by these specifications shall be liable to the District for whatever damages, including expenses and attorney's fees as may be incurred by the District in recovering to another bidder whether by a single action or by successive actions, shall not operate to release any defaulting bidder from said liability. The parties agree that the cashiers check or bid bond amount is fair determination of the amount of damages which the District would incur as a result of any such failure on the part of the bidder and the full amount will be forfeited as liquidated damages and will not constitute a penalty. In the event competent tribunal finds that this amount does not properly represent an award of liquidated damages, expenses and attorney's fees incurred by the District as a result of the bidder's default, then the final determination of the tribunal shall be deemed to represent the damages, expenses and attorney's fees incurred by the District as a result of the bidder's default.



1.13 SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

- A. Substantial Completion shall occur by **June 25, 2021**.
- B. Should the building not be ready for occupancy by the time and date listed above, liquidated damages to be paid by the Contractor to the Owner for each calendar day of delay, shall be included in the terms of any contract awarded hereunder in lieu of a penalty. The amount of liquidated damages shall be \$1,000.00 per day.

1.14 DISTRICT PERSONNEL EXCLUDED FROM THE CONTRACT

- A. No officer, agent or employee of the District shall be permitted any interest in the contract.

1.15 RESERVATIONS

- A. The Board of Directors of School District, expressly reserves the following rights:
 - 1. To reject all bids
 - 2. To waive any or all irregularities in bids submitted
 - 3. To consider the responsibility and competency of bidders in making any award
 - 4. In the event two or more bids shall be for the same amount for the same Work, to award the contract by lot or otherwise as it deems appropriate
 - 5. To award contract to one Contractor with the aggregate low bid
 - 6. To reject any bid or bids not in compliance with prescribed bidding procedures and requirements
 - 7. To reject any bid or bids not meeting the specifications set forth herein
 - 8. In the event any bidder to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance and payment bond within the time and in the manner herein before specified, to re-award the contract to another bidder.
 - 9. To accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

1.16 ACCEPTANCE OF CONDITIONS

- A. Each bidder by submission of a bid assents to each and every term and condition set forth anywhere in these contract documents and agrees to be bound thereby.

1.17 INTERPRETATION UPON CONTRACT DOCUMENTS

- A. Only the Board of Directors of School District as represented by the Project Manager has authority to place any interpretation upon the foregoing or annexed contract documents. Any interpretation, either verbal or written, attempted to be placed thereon by any other person will not be binding upon the District.



1.18 EQUAL EMPLOYMENT

- A. All bidders shall comply with the Provision of Executive Order 1246 (30 F.R. 12319-25) regarding Equal Employment Opportunity.

1.19 IMMIGRATION REFORM AND CONTROL ACT

- A. All bidders shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility.

1.20 REFERENCES REQUIREMENTS

- A. All bidders shall provide a list of three different project references for projects that the Contractor worked on within the last three years of comparable size and scope. References must be submitted with the Bid Form.
- B. Bidders shall use their own form to supply their list of references. The list of project references shall include the following information:
 - 1. Name of the Project
 - 2. Project description
 - 3. Project location
 - 4. Project date
 - 5. Dollar value of the Project
 - 6. Name of the project contact person
 - 7. Telephone number for contact person
 - 8. Fax number for contact person
- C. The references will be checked to determine if they are supportive of the bidder's ability to meet the requirements of this ITB.
- D. The bidder must provide references that can be contacted regarding the quality of workmanship, level of service provided, timeliness of completion, and adherence to specifications.
- E. The School District reserves the right to choose and investigate any reference whether or not furnished by the bidder, and to investigate past performance of any bidder with respect to its successful performance on similar projects, its completion or delivery of service on schedule, and its lawful payment of suppliers, Subcontractors, and employees.
- F. The School District may postpone the award or execution of the Contract after the announcement of the apparent successful Contractor in order to complete its investigation. The School District may reject a bid if, in the opinion of the School District the overall reference responses indicate inadequate performance of the Contractor.



- G. The School District representative will make three attempts to contact the references from the list provided by the Contractor. If the reference is not contacted after three attempts that reference will be removed from the list and the bid rejected as non-responsive.
- H. Each reference contacted shall be asked the same questions, including but not limited to: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well the Contractor met the terms of the contract; and (5) whether or not the reference would choose to hire the Contractor again.

1.21 CRIMINAL HISTORY CHECK / PHOTO ID

- A. It is the responsibility of the Contractor to submit the names of all Contractor employees and all Subcontractor employees who will be on the job site for more than one day. These employees shall fill out a criminal history form provided by the District and the Contractor must submit the completed forms to HMK Company (HMKCO). Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.
 - 1. Through the signature on the criminal history form, authorization is also given to HMK Company and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMK Company and to their representative. The District shall bear the cost of processing such Criminal history checks.
- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check or to be fingerprinted or falsely swears to the non-conviction of any crime.
- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.
- D. No Employee shall have direct contact with students.
- E. All employees working on site for more than one day shall wear a Name and Photo Identification Badge. Any employee on site for less than one day shall wear a visitor badge. Badges shall be the responsibility of the Contractor to provide. Badge shall state the School District, name of the project, employee name, and company they represent.



1.22 TOBACCO FREE EDUCATION FACILITY

- A. All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on Public Grounds.
- B. For the purpose of this document “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, snuff, in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes). This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation.
- C. No employee, sub-contractor, material supplier, or project visitor is permitted to smoke, inhale, dip, or chew or sell tobacco at any time, including non-education hours.
 - 1. In any building, facility; or
 - 2. On education facility grounds, athletic grounds, or parking lots.

END OF SECTION



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
FORM OF PROPOSAL
SECTION 00 4100

DATE: _____

LEGAL NAME OF BIDDER: _____

To: Greater Albany Public School District 8J
Board of Directors
718 Seventh Avenue SW
Albany, OR 97321

The Undersigned, having examined the Contract Documents, including the Bidding and Contract Requirements, the General Requirements, the Technical Specifications entitled:

2021 GYM FLOORING ABATEMENT PROJECTS

As prepared by DKI Consultants dba: G2 Consultants and The Greater Albany Public School District 8J, as well as the premises and conditions affecting the Work, hereby proposes and agrees to perform, within the time stipulated, the Work, including all its component parts, and everything required to be performed, and to provide and furnish all labor, material, tools, expendable equipment, transportation and all other services required to perform the Work and complete in a workmanlike manner ready for use, all as required by and in strict accordance with the Contract Documents for the sums computed as follows:

BASE BIDS:

LIBERTY ELEMENTARY SCHOOL

AC Floor Tile and AC Mastic

Removal and disposal of approximately 8,505 sq. ft. of AC floor tile and AC mastic from the cafeteria, stage and gym (and adjacent storage rooms) at Liberty Elementary.

_____ DOLLARS \$

which lump sums are hereby designated as BASE BIDS,

SUNRISE ELEMENTARY SCHOOL

AC Floor Tile and AC Mastic

Removal and disposal of approximately 4,385 sq. ft. of AC floor tile and AC mastic from the gym (and adjacent storage rooms) at Sunrise Elementary.

_____ DOLLARS \$

which lump sums are hereby designated as BASE BIDS,

WAVERLY ELEMENTARY SCHOOL

AC Floor Tile and AC Mastic

Removal and disposal of approximately 4,250 sq. ft. of AC floor tile and AC mastic from the gym (and adjacent storage rooms) at Waverly Elementary.

_____ DOLLARS \$

which lump sums are hereby designated as BASE BIDS,



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
FORM OF PROPOSAL
SECTION 00 4100

UNIT PRICING ADDITIVE OR DEDUCTIVE

Provide all labor, equipment and materials necessary for the provisions of these unit prices as referenced in Section 20100 Asbestos Abatement Work Summary.

Unit prices shall be for any additive or deductive work. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit, and any additional costs associated with the unit price bid.

Unit Price 1:

_____ DOLLARS \$ _____
Cost for additional AC floor tile and AC mastic on concrete



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
FORM OF PROPOSAL
SECTION 00 4100

TIME OF COMPLETION

The Undersigned agrees if awarded the Contract to complete all the Work in an acceptable manner in conformance with the Contract Documents and within the time specified.

ADDITIONAL REQUIREMENTS

1. The Undersigned agrees that the enclosed Bid Guarantee (bid bond, certified or cashier's check) in the amount of ten percent (10%) of the Basic Bid sum made payable to the Owner, shall be kept in escrow with the Owner; that its amount shall be a measure of liquidated damages the Owner will sustain by failure of the Undersigned to execute agreement and furnish bond, and that if the Undersigned fails to deliver the prescribed bond within ten (10) calendar days after receipt of the written notice of award, then the Bid Guarantee shall become the property of the Owner.
2. Should this proposal not be accepted within thirty (30) calendar days after the date and time of bid opening, or if the Undersigned executes Agreement and delivers bond, the Bid Guarantee shall be returned.
3. Contractor's State of Oregon Contractors' License Registration Number: _____
4. Receipt of Addenda numbered _____ is hereby acknowledged.
5. The undersigned certifies that the Bidder is a _____ Bidder as defined in ORS 279A.120. ("Resident" or "Non-Resident", to be filled in by Bidder)
6. References are to be submitted with Bid Form as per Section 00 2113, 1.20.
7. Check List is included with Bid Submittal as per Section 00 2113, 1.9.E.

SIGNATURES

Legal Name of Bidder's Firm

By: _____ Title: _____

Address: _____ Telephone: _____

Email: _____

State of Incorporation, if Corporation: _____

Names of Partners, if Partnership: _____

Signed By _____

Printed Name of Bidder / Firm



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
BID FORM CHECK LIST
SECTION 00 4110

Company Name: _____

The following attachments are the only items to be included with your Bid Package. All items need to be submitted individually. There are to be **NO** additional items included with your Bid. This checklist **MUST** be signed and dated to make your bid complete. **All Bids are to be submitted electronically to ken.gruenwald@hmkco.org by 2:00PM on March 23, 2021.**

Attachment 1: Bid Form _____

Attachment 2: Bid Bond _____

Attachment 3: First Tier Sub Contractors List _____

Attachment 4: Reference's _____

Attachment 5: Checklist _____

Signature: _____

Date: _____



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
SECTION 00 4339

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: 2021 Gym Flooring Abatement Projects

BID #: N/A BID CLOSING: Date: **March 23, 2021** Time: **2:00 PM**

REQUIRED DISCLOSURE DEADLINE: Date: **March 23, 2021** Time: **4:00 PM**

Deliver Form To (Agency): Greater Albany Public School District 8J

Designated Recipient (Person): Ken Gruenwald, Sr. Project Manager

Agency's Address: Email to: ken.gruenwald@hmkco.org

INSTRUCTIONS:

The contracting agency will insert "N/A" below if the contract value is not anticipated to exceed \$100,000. Otherwise, this form must be submitted either with the bid or within **TWO (2)** working hours after the advertised bid closing date and time;

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, and must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

BIDDER DISCLOSURE:

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1)		
2)		
3)		
4)		
5)		
6)		
7)		



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
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8)		
9)		
10)		
11)		
12)		
13)		
14)		
15)		
16)		

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

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

Form Submitted By (Bidder Name): _____

Contact Name: _____

Phone #: _____

Email: _____

END OF SECTION



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
AGREEMENT FOR STIPULATED SUM
SECTION 00 5000

AGREEMENT made as of the ____ day of _____, 2021, between **THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J** (hereinafter "the Owner") and _____, (hereinafter "the Contractor").

The Project is: The Greater Albany Public School District 8J
2021 Gym Flooring Abatement Projects

- Liberty Elementary School
- Sunrise Elementary School
- Waverly Elementary School

The Consultant is: DKI Consultants, dba: G2 Consultants, Inc.
Dan Rouse, Vice President
16869 SW 65th Avenue, #15
Lake Oswego, Oregon 97035

The Contractor is: **To Be Determined**

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the General Conditions of the Contract, any Supplementary, or other Conditions, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are incorporated by this reference herein. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, including such construction activity as is reasonably inferable from the Contract Documents as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of the date to be fixed in a notice to proceed issued by the Owner, which shall be issued no less than two (2) days prior to the date of commencement.

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall continuously and diligently prosecute the Work and shall achieve Substantial Completion of the entire Work not later than **June 25, 2021**, subject to approved adjustments of this Contract Time as provided in the Contract Documents.

3.4. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to recover from the Contractor as liquidated damages and not as a penalty \$1,000.00 per day which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial Completion.



Such liquidated damages are hereby agreed to be a reasonable estimate of the damages the Owner will incur as a result of delay in the completion of the Work. The Owner may deduct any accrued liquidated damages from any unpaid amount due or to become due to the Contractor. Any Liquidated damages not so deducted shall be paid to the Owner upon demand together with interest as provided by Oregon law.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper and timely performance of the Contract and full and final completion of the Work. The Contract Sum shall be _____ DOLLARS AND 00/100 (\$ _____). This sum includes all general conditions, profit, overhead and all other amounts due or to become due to the Contractor for the proper and timely performance of the Contract and full and final completion of the Work. The Contract sum is subject to authorized additions and deductions as provided in the Contract Documents.

4.2 PERMITS, FEES AND NOTICES

4.2.1 The Contractor shall secure and pay for:

- .1** All pertinent specialty permits. (The owner is securing and paying for the plan review, building permit, and system development fees.)

4.2.2 The Contractor will be responsible for any renewals of and penalties arising from the building permit and from all other permits and governmental or utility fees. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, including without limitation electrical, sewer, water, and plumbing permits and fees.

4.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.4 Unit prices, if any, are as follows: See Section 00 4100, Bid Form

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment which include all the necessary supporting documentation is received by the Owners Delegated Representative, and Owner not later than the first day of the month, and Certificates for Payment are issued by the Owners Delegated Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment and all supporting documentation, including all full and unconditional lien waivers related to the Work for which payment is requested is received by the Owners Delegated Representative and Owner not later than the first day of a month, the Owner shall make payment to the Contractor not later than the last day following the Owners Delegated Representative's approval. If an Application for Payment is received by the Owners Delegated Representative after the application date fixed above, payment shall be as set forth below.



5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owners Delegated Representative and any Lender may require. This schedule, unless objected to by the Owners Delegated Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment, provided, however, in no instance shall the schedule of values ever exceed the reasonable value of the Work performed.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Unless otherwise provided in the Owner's agreement with any Lender, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of the General Conditions, or as modified by the parties;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3** Subtract the aggregate of 9.5 previous Payments made by the Owner; and
- .4** Subtract amounts, if any, for which the Owners Delegated Representative has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

or as modified by the parties.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owners Delegated Representative, any Lender or the Owner shall determine for incomplete Work, retainage applicable to such Work and unsettled claims;
- .2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.



5.1.10 Contractor shall:

- .1** Make payment promptly, as and when due, to all persons supplying to labor, materials, equipment or services;
- .2** Pay all contributions or amounts due the Industrial Accident Fund from Contractor or any Subcontractor incurred in the performance of the Work;
- .3** Not permit any lien or claim to be filed or prosecuted against the Owner, on account of any labor, materials, equipment or services furnished, supplied or provided;
- .4** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
- .5** Demonstrate that an employee drug testing program as set forth herein is in place for Contractor and all Subcontractors pursuant to ORS 279C.505;
- .6** To the extent that any demolition is included as a part of the Work, salvage or recycle construction and demolition debris, if feasible and cost-effective;
- .7** To the extent that any lawn or landscape maintenance is included as a part of the Work, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

5.1.11 If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or any Subcontractor by any person in connection with the Work as such claim becomes due, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

5.1.12 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Owner or the 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.505 and 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.505 and 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Owner or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.1.13 If the Contractor or a Subcontractor fails neglects or refuses to make payment to a person furnishing labor or materials in connection with the Work, 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.505 and 279C.580.

5.1.14 The payment of a claim in the manner authorized in this Agreement shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

5.1.15 No person shall be employed by the Contractor or any Subcontractors, which are subject to the statutory limitations of Oregon law for more than ten (10) hours in any one (1) day, or 40 hours in any one (1) week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:



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- .1 For all overtime in excess of eight (8) hours a day or 40 hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or
- .2 For all overtime in excess of ten (10) hours a day or 40 hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and
- .3 For all Work performed on Saturday and on any legal holiday specified in ORS 279.334.

5.1.16 The Contractor shall give notice to employees in writing, either at the time of hire or before commencement of Work on the Project, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. The Contractor shall include an identical provision in its subcontracts and require all Subcontractors, of any tier, to include an identical provision in all subcontracts.

5.1.17 The Contractor shall promptly, as and when due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5.1.18 Every Subcontractor will comply with ORS 656.017, unless it is an exempt employer under ORS 656.126.

5.1.19 The Contractor is not a contributing member to the Public Employees' Retirement System and will be responsible for any and all federal, state and local taxes applicable to payments received under this Agreement. The Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, Workers' Compensation or the Public Employees' Retirement System.

5.1.20 The hourly rate of wage to be paid by the Contractor or every Subcontractor subject to prevailing wage rates to workers, shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed.

5.1.21 The Contractor and every Subcontractor subject to prevailing wage rates to employees shall keep the prevailing wage rates for that project posted in a conspicuous and accessible place in or about the project.

5.1.22 The Contractor and every Subcontractor subject to prevailing wage rates to employees and shall also provide for or contribute to a health and welfare plan or a pension plan, or both, for its employees on the Project and shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice preferably shall be posted in the same place as the notice required under 5.1.16. In addition to the description of the plans, the notice shall contain information on how and where to make claims and where to obtain further information.

5.1.23 The Contractor represents and agrees that the specifications contain a sufficient provision stating the existing prevailing rate of wage which must be paid to workers in each trade or occupation required for such public work employed in the performance of the Work either by the Contractor or any Subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by the contract. Such workers shall be paid not less than such specified minimum hourly rate of wage.

5.1.24 The District represents and agrees that the specifications contain a sufficient provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in



ORS 279C.825. The fee shall be paid to the commissioner pursuant to the administrative rule of the commissioner.

5.1.25 The Contractor or the Contractor's surety and every Subcontractor or Subcontractor's surety subject to prevailing wage rates shall file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Each certified statement required shall be delivered or mailed by Contractor or the Subcontractor to the public contracting agency. Certified statements for each week, during which the Contractor or the Subcontractor employs a worker upon the Project shall be submitted once a month, by the fifth (5th) business day of the following month.

5.1.26 The Contractor or Subcontractor shall preserve the certified statements for a period of three (3) years from the date of completion of the contract.

5.1.27 Per ORS 279C.855, the Contractor represents and agrees that the Owner has fully and timely included a provision in the Contract Documents that the Contractor and any Subcontractor shall comply with ORS 279C.840 in the invitation for bids, the request for bids, the contract specifications, the accepted bid or elsewhere in the Contract Documents and that the Owner has no liability for unpaid minimum wages.

5.1.28 Owner shall make progress payments on the contract monthly as Work progresses. Payments shall be based upon estimates of Work completed that are approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. In instances when an invoice is filled out incorrectly, or when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the Owner shall so notify the Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section.

5.1.29 If requested in writing by a first-tier Subcontractor, Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier Subcontractor a copy of that portion of any invoice, request for payment submitted to the Owner or pay document provided by the Owner to the Contractor specifically related to any labor or materials supplied by the first-tier Subcontractor.

5.1.30 Payment of interest may be postponed when payment on the principal is delayed because of disagreement between Owner and Contractor.

5.1.31 The Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, the Owner may in its sole discretion reduce the amount of the retainage and the Owner may in its sole discretion eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the contract is completed if, in the Owner's sole opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's surety; except that when the contract Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the



value of the Work remaining to be done. Upon receipt of a written application by the Contractor, the Owner shall respond in writing within a reasonable time.

5.1.32 The retainage held by the Owner shall be included in and paid to the Contractor as part of the final payment of the contract price. The Contractor shall notify the Owner in writing when the Contractor considers the Work complete and the Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the contract.

5.1.33 The Contractor shall not request payment from the Owner of any amount withheld or retained in accordance herewith.

5.1.34 Such time as the Contractor has determined and certified to the Owner that the Subcontractor is entitled to the payment of such amount. A dispute between the Contractor and a first-tier Subcontractor relating to the amount or entitlement of a first-tier Subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to the terms hereof does not constitute a dispute to which the Owner is a party. The Owner shall not be included as a party in any administrative or judicial proceeding involving such a dispute. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- .1** A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the Owner under such contract; and
- .2** An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to subparagraph .1 of this 5.1.34. The Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Owner or the Contractor when payment was due. The interest penalty shall be:
 - (A)** For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - (B)** Computed at the rate specified in ORS 279C.515(2).

5.1.35 The Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of 5.1.33 in each of its subcontracts and to require each of its Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

5.1.36 If the Contractor is an employer, the Contractor is a subject employer under Oregon's Workers' Compensation Law and shall comply with ORS 656.017 and shall provide Workers' Compensation coverage for all their "subject workers" as defined in ORS Chapter 656.

5.1.37 The Contractor and all Subcontractors subject to licensing with the Oregon Construction Contractors Board shall be duly licensed therewith at the time they bid any Work, enter into any contract to perform any Work, perform any Work and at all times under which any warranty or repair obligation applies. The Contractor and all Subcontractors performing any Work which requires any other



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governmental licensing, such as those with the Elevator and Electrical Board, Plumbing Board or Landscape Contractors Board, shall be duly licensed with all appropriate governmental agencies at the time they bid any Work, enter into any contract to perform any Work, perform any Work and at all times under which any warranty or repair obligation applies.

5.1.38 If federal funds are involved, federal laws, rules and regulations applicable to the grant shall govern in the event they conflict with any provision of this Agreement or other required by law. The Contractor certifies that it is not currently employed by the federal government. This provision does not preclude the Contractor from holding another contract with the federal government.

5.1.39 The Contractor shall timely provide the Owner its name, address, social security, federal employee identification number and such other information as the Department of Revenue may require or request.

5.1.40 The Contractor shall comply and require all Subcontractors to comply with the applicable requirements of all laws, codes, ordinances, regulations and statutes, including but not limited to those in ORS Chapters 279A, B and C. To the extent that ORS Chapters 279A, B and C, or any other law, code, ordinance or regulations, requires any tender or condition to be included in this Agreement, such tender or condition is hereby incorporated by this reference. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, code, rule, statute, ordinance or regulation, and wherever there is any conflict between any provisions contained herein and any statute, law, code, ordinance, rule or regulation the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, code, rule, statute, ordinance or regulation.

5.1.41 If the Contractor is a foreign Contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. For purposes of this A.3 I, a foreign Contractor is one who is not domiciled in or registered to do business in the State of Oregon.

5.1.42 The Contractor represents and agrees that the bid documents make sufficient specific reference to federal, state and local agencies that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract and have allocated all known environmental and natural resource risks to the Contractor by listing such environmental and natural resource risks with specificity in the bid documents.

5.1.43 The Contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. The Contractor shall certify that the Contractor has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

5.1.44 The Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

5.1.45 As referenced herein, an employee drug testing policy shall be as follows:

- .1 The Contractor or Subcontractor shall have in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (A) A written employee drug testing policy;



- (B) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis; and
- (C) Required testing of a Subject Employee when the Contractor or Subcontractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section an employee is a "Subject Employee" only if that employee will be working on the Project job site.

.2 The Contractor shall require each Subcontractor providing labor for the Project to:

- (A) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (B) Require that the Subcontractor's Subject Employees participate in Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 A final Certificate for Payment has been issued by the Owners Delegated Representative.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owners Delegated Representative's final Certificate for Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

6.3 The Owner shall, in addition to the Right to Stop the Work, have the right to require that the Contractor replace or remove construction personnel assigned to the Work, if, in the Owner's sole determination, specific construction personnel are impairing or impeding the prosecution of the Work.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.



7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is: Ken Gruenwald, Sr. Project Manager, HMK Company. The Owner may change this representative at any time.

7.4 The Contractor's Representative is: _____.

7.5 Neither the Owner's nor the Contractor's Representative shall be changed without ten (10) days written notice to the other party.

7.6 CONTRACTOR'S CONSTRUCTION SCHEDULES

7.6.1 Within ten (10) days after issuance of the Notice to Proceed, the Contractor shall submit a preliminary schedule of the Work. Within 30 days after issuance of the Notice to Proceed, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors and Suppliers of any tier, shall submit six copies of a Contractor's Construction Schedule to the Owners Delegated Representative and one copy to the Owner. Not less than ten percent of the Progress Payment may be withheld until a Contractor's Construction Schedule in a form satisfactory to the Owners Delegated Representative and Owner has been submitted. Neither the Owner nor the Owners Delegated Representative will review the substance of the Contractor's Construction Schedule.

7.6.2 The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work in accordance with the Contract and within the Contract Time. The schedule shall be a critical path method type in the form of a precedence diagram and activity listing, and shall be time-scaled. It shall include the Notice to Proceed date, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule. No more than 20% of the progress activities shall be on the critical path, and no more than 30% shall have less than five days of float. The value of any single activity shall not exceed \$50,000, except that 5% of the total activities may exceed this limit without prior approval. The time-scaled network diagram shall be summarized on a single sheet not to exceed 11"x 17".

7.6.2.1 The network diagram shall show in detail and in order the sequence of all significant activities, their descriptions, start and finish dates, durations and dependencies, necessary to complete all Work and any separable parts thereof. The activity listing shall show the following information for each activity on the network diagram:

- .1** Description;
- .2** Duration (not to exceed fifteen working days);
- .3** Craft;
- .4** Equipment (including hours of usage);
- .5** Start and finish dates;
- .6** Total float time and free float time;



- .7 Dates that work must be performed and completed by other Contractors or Subcontractors to support the Work and the interfaces with such other Contractors; and
- .8 Cost-loading, correlated to the Schedule of Values, which, upon approval, shall be used as a basis for determining action on progress payments throughout the Project.

7.6.2.2 A schedule for the purchase and receipt of items required for performance of the Work, showing lead times between purchase order placement and delivery dates, shall be integrated with the Contractor's Construction Schedule. The Contractor shall furnish the Owners Delegated Representative with copies of all purchase orders and acknowledgments and fabrication, production, and shipping schedules for all major items on the critical path within ten days of the Contractor's receipt of each purchase order, acknowledgment or schedule. Neither the Owners Delegated Representative nor the Owner shall be deemed to have approved or accepted any such material, or its schedule, nor deemed to have waived this requirement if some or all of the material is not received.

7.6.2.3 Milestone completion dates shall be clearly defined on the Contractor's Construction Schedule.

7.6.2.4 If abbreviations are used in the Contractor's Construction Schedule, a legend shall be provided to define all abbreviations.

7.6.2.5 The Contractor shall prepare and keep current a schedule of submittals, coordinated with the Contractor's Construction Schedule, which allows the Owners Delegated Representative at least ten (10) days to review the submittals.

7.6.2.6 The Progress Schedules shall be submitted as both a paper copy and in electronic format using the latest version of Microsoft Project. The Contractor may request to use different project management software, such as, Suretrak, but must first receive approval from the Owner, by demonstrating its capabilities. This can be accomplished by submitting a sample CPM printout of similar scope. If the alternative software is accepted, the Contractor will be required to supply the Owner an authorized copy of the software with all user support manuals.

7.6.2.7 At each monthly meeting with the Owner, the Contractor shall submit (a) a bar chart schedule showing the activities planned for the next month, and (b) a report showing actual starts and finishes from the previous month. The bar-chart schedule shall show all Work activities numbered according to the CPM, any submittal or delivery activities with less than five (5) days, one (1) float, and any permitting, testing, or inspection activities by others.

7.6.3 Within ten days after receipt by the Owners Delegated Representative, two copies of the Contractor's Construction Schedule will be returned to the Contractor with comments, following review by the Owner. Review by the Owner and Owners Delegated Representative of the Contractor's Construction Schedule shall not constitute an approval or acceptance of the Contractor's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.

7.6.4 The Contractor shall utilize and comply with the Contractor's Construction Schedule. The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

7.6.5 Should the Contractor fail to meet any scheduled date as shown on the current Contractor's Construction Schedule, the Contractor shall, if requested, be required at its own expense to submit within ten days of the request an updated Contractor's Construction Schedule. If the Contractor's progress



indicates to the Owner that the Work will not be Substantially Completed within the Contract Time, the Contractor shall, at its own expense, increase its work force and / or working hours to bring the actual completion dates of the activities into conformance with the Contractor's Construction Schedule and Substantial Completion within the Contract Time. The Contractor shall also submit a revised Contractor's Construction Schedule at its own expense within ten days of notice from the Owners Delegated Representative that the sequence of Work varies significantly from that shown on the Contractor's Construction Schedule. Neither the Owner nor the Owners Delegated Representative will, however, review the substance or sequence of the Contractor's Construction Schedule.

7.6.6 Schedule Float Utilization. Float belongs to the benefit of the Project for the Owner's use and no float shall be used without the Owner's written approval. Any float time to activities not on the critical path shall be used by the Contractor to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date.

7.6.7 Delays. The Contractor shall, within seven days of the event, notify the Owner and Owners Delegated Representative in writing of any proposed changes in the Contractor's Construction Schedule or the Contract Time and of any event which could delay performance or supplying of any item of the Work and shall indicate the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. In the event the Contractor is entitled to a change in the Contract Time, the adjustment to the Contract Time shall be limited to the change in the critical path of construction activities.

7.6.8 Final Completion. The Contractor shall attain Final Completion of the Work in accordance with the Contract within 60 days after the date of Substantial Completion.

7.6.9 Meetings. During the period commencing with the issuance of Notice to Proceed and ending with the date of Final Completion of the Work, the Contractor shall attend and participate in and ensure applicable Subcontractors of any tier and Suppliers attend and participate in:

- .1 A pre-contract meeting;
- .2 A pre-construction meeting;
- .3 Regular weekly Project status meetings scheduled by the Owner or by the Owners Delegated Representative to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Owners Delegated Representative's approvals, and generally to keep the Owner and Owners Delegated Representative informed and involved in the progress of the Project; and
- .4 Regular on-site meetings scheduled by the Owner or by the Owners Delegated Representative to review progress of the Work and other pertinent matters.

7.7 Any and all references to "Engineer" or "the Engineer" in this Agreement or in the General Conditions of the Contract shall be deemed for all purposes to mean and refer to: Owners Delegated Representative.

7.8 If any provision of this Agreement or application thereof to any extent shall be invalid or unenforceable the remainder of the Agreement or its application thereof shall not be affected thereby and the provision or application shall be enforced to the fullest extent permitted by law.



7.9 The Contractor shall not assign this Agreement without the prior written permission of the Owner. Contractor shall assign to Owner any and all rights that the Contractor now has or hereafter may acquire pursuant to a contract related to the Project which rights the Owner shall thereafter be entitled to assign to another person or entity including without limitation any Lender, upon the request of the Owner, provided, however, until the exercise of such rights of assignment by the Owner, there shall be no privity or contractual relationship between the Owner and such persons and entities. The Contractor hereby consents to the free assignment of this Agreement in whole or in part by the Owner to any other person or entity including but not limited to any Lender.

7.10 The Contractor represents and warrants to the Owner who relies thereon as follows:

7.10.1 It and all of its Subcontractors are financially solvent, able to pay debts as they become due and have sufficient working capital to timely perform and complete all obligations related to the Project.

7.10.2 That it is able to timely and completely furnish all the labor, material, equipment and services to necessary to fully complete the Work within the Contract Time.

7.10.3 It and all of its Subcontractors are duly and properly licensed with the Oregon Construction Contractors Board and all other governmental agencies and are signatories to collective bargaining agreements.

7.10.4 It has visited the site, undertaken any and all tests it deems advisable, is familiar with the structure and that it is unaware of any potential condition with would increase the Contract Sum or Contract Time.

7.10.5 It and all of its Subcontractors possess a high level of experience and expertise in projects similar to the Project.

7.10.6 Neither Contractor nor any of its Subcontractors are "exempt" from the requirement to provide Workers' Compensation Insurance under Oregon law.

7.10.7 It is fully authorized to execute this Agreement and perform all the obligations required of it hereunder.

7.11 The representations and warranties of 7.11 are in addition to and not in lieu of any other obligation or law and survive the execution of this Agreement and final completion of the Project.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 This Agreement.

8.1.2 The General Conditions.

8.1.3 The Supplementary and other Conditions of the Contract.

8.1.4 The Specifications are those contained in the Project Manual dated **February 24, 2021**.

8.1.5 The Drawings are bound in the project manual.



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
AGREEMENT FOR STIPULATED SUM
SECTION 00 5000

8.1.6 The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

- a. Exhibits _____



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
AGREEMENT FOR STIPULATED SUM
SECTION 00 5000

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Owners Delegated Representative for use in the administration of the Contract, and the remainder to the Owner.

CONTRACTOR

**THE GREATER ALBANY PUBLIC
SCHOOL DISTRICT 8J**

By: _____

By: _____

Russell Buttram

Title: _____

Title: _____

Executive Director of Operations

Date: _____

Date: _____

**Federal
ID #:** _____



ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), the Request for Bids or Proposals, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or, (4) a written order for a minor change in the Work issued by the Architect. The Contractor acknowledges and represents that it has examined all Contract Documents and will examine all Contract Documents created after execution of the Agreement. The Contractor represents that such Contract Documents are suitable and sufficient to enable the Contractor to timely complete the Work for the Contract Sum within the Contract Time.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Contractor, (2) between the Owner and any Subcontractor, including, but not limited to, any Sub-subcontractor, (3) between the Owner and Architect or, (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes any and all labor (including, but not limited to, supervision and management), transportation, materials, equipment and services provided or to be provided by the Contractor to timely fulfill the Contractor's obligations and render the Project complete and usable for its intended purpose. The Work includes all labor, material, equipment and services incidental to or which may be inferred from any of the Contract Documents. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.



1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any conflict in the requirements of the Contract Documents, the Contractor is deemed to have included the better Quality and larger Quantity of the Work.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents. The Owner may designate in writing a representative who subject to the limitations provided by law, shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 1.1.3, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, nor give rise to any claim for additions to the Contract Sum or Contract Time.

2.2.2 The Owner shall, in addition to the Right to Stop the Work, have the right to require that the Contractor replace or remove construction personnel assigned to the Work, if, in the Owner's sole determination, specific construction personnel are impairing or impeding the prosecution of the Work.



2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, immediately without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such change order shall be deemed signed by the Contractor for the purposes of this Agreement even if the Contractor fails to physically sign such Change Order. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner. The rights stated herein shall be in addition to and not in lieu of any rights afforded the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's Authorized Representative.

3.1.2 The Contractor shall perform and complete the Work in accordance with the Contract Documents for the Contract Sum and within the Contract Time.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or in the performance of its obligations or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions, including all general reference points and interfering site conditions related to that portion of the Work and shall observe any conditions at the site affecting it and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions known, recognized or discovered by the Contractor shall be reported promptly to the Architect in writing as a request for information in such form as the Architect may require.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall review any specified construction or installation procedure and shall advise the Owner and the Architect in writing if the specified procedure deviates from acceptable construction practices will impact any warranty or if the Contractor has any objection thereto.



3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, of any tier, and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of the Contractor or any Subcontractors of any tier and for any damages, losses, costs and expenses resulting from such acts or omissions.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4. The Contractor shall inspect, prior to installation, all materials and equipment delivered to, installed at, or fabricated at the site and shall reject that which will not conform to the Contract Documents when fully and properly installed.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, telephone, data transmission, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that the Work, including, but not limited to, any and all materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In addition, the Contractor assigns to the Owner any and all warranties. The Contractor further warrants that all construction activity of the Work shall be performed on the Work so as to preserve all such warranties. To the extent that any warranty is non-assignable, the Contractor warrants that it will pursue such warranty claim for the use and benefit of the Owner without cost or expense to the owner. The Contractor shall require this provision to be included in all subcontracts of any tier.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received, negotiations concluded or the Contract is executed. To the extent that there is any difference in these requirements the most stringent requirements on the Contractor shall apply.



3.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. If the Contractor fails to comply or give such notices it will be liable for and shall to the fullest extent permitted by law defend indemnify and hold the Owner and Architect and their respective employees, officers and agents harmless from any costs, loss, penalty or damage.

3.7 SUPERINTENDENT

3.7.1 The Contractor shall employ an experienced and competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work including completion of the punch list. The Contractor Project shall notify the Architect and the Owner as to the identity of the superintendent who shall not be changed during the course of the Work without prior written notification to the Architect and Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.8.1 The Contractor, promptly and within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work consistent with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Contractor, after consultation with its Subcontractors, shall submit six hard copies and one electronic copy of the Contractor's construction schedule consistent with the requirements of the Contract Documents. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall not be changed without the prior written consent of the Owner.

3.9 DOCUMENTS AND SAMPLES AT THE SITE

3.9.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be accessible to inspectors and available to the Architect and Owner and shall be delivered to the Architect for submittal to the Owner upon completion of the Work and before the Contractor's request for final payment.

3.10 USE OF SITE

3.10.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Notwithstanding anything contained in the Contract Documents to the contrary, the Contractor shall, as part of the Work, not disrupt or interfere in any manner with any of the Owner's or Owner's authorized provider's operations at the Project site or any other locations, including, without limitation any and all educational, social, athletic or recreational programs, activities, classes or events. The Contractor shall not park or otherwise utilize any other area designated by the Owner or typically used by Owner's employees, staff, students, parents or visitors or local residents or businesses.



3.11 CUTTING AND PATCHING

3.11.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.12 CLEANING UP

3.12.1 The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.12.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.13 ACCESS TO WORK

3.13.1 The Contractor shall provide the Owner and Architect and their employees agents and officers access to the Work in preparation and progress wherever located.

3.14 INDEMNIFICATION

3.14.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.14.

3.14.2 In claims against any person or entity indemnified under this Paragraph 3.14 by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.14.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT OR OWNER'S REPRESENTATIVE

4.1.1 The term "Architect", or "Owner's Representative", as used in the Contract Documents, shall mean HMK Company (HMKCO), and its personnel, and does not mean a person lawfully licensed to practice architecture, engineering, or other regulated services. Nothing herein or in any of the Contract Documents shall require or allow HMKCO to provide or perform any regulated architecture, engineering or other regulated service.



4.1.2.1 If a licensed architect is engaged by Owner who is not designated as the "Owner's Representative", the Owner shall make written directive and notification to the Contractor, which shall perform any Contract Administration duties. For ease of reference and consistency, the term "Architect" shall be used in the Contract Documents to refer to the contract administrator.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, and Architect.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect under such terms and conditions as are agreeable between the Owner and the new Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Communications Facilitating Contract Administration. The Owner and Contractor may communicate with each other through the Architect about matters arising out of or relating to the Contract. The Contractor shall also PROVIDE THE OWNER WITH A DIRECT COPY OF ALL WRITTEN COMMUNICATIONS TO THE ARCHITECT, including all notices, requests, Claims and potential changes in the Contract Sum or Time, but not including Shop Drawings, Product Data or Samples. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner.

4.2.2 The Architect may interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or the Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until five (5) days after written request is made for them.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within Twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. Except as otherwise provided herein, if conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an



unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give written notice to the Owner and the Architect promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect may promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect may so notify the Owner and the Contractor in writing, stating the reasons. Any claim of the Contractor arising from the Architect's determination shall be made in accordance with the dispute resolution procedures set forth in Paragraphs 4.4 through 4.6. No adjustment in the Contract Time or Sum shall be permitted, however, if connection with any concealed or unknown condition which does not materially differ from those disclosed or which should have reasonably been discovered by the Contractor's prior visits, observations, tests or for which the Contractor assumed any responsibility to verify.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work, and a Claim must be made in accordance with Paragraphs 4.4 through 4.6 or it will be deemed waived. Prior notice is not required for Claims relating to an emergency endangering life or property.

4.3.6 If the Contractor believes additional cost is involved for reasons, including, but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3. All Claims for additional costs shall include any and all costs, including, but not limited to, any and all direct and indirect costs thereof.

4.3.7 Claims for Additional Time.

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given and a Claim shall be made as provided herein. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor shall be entitled only to an increase in the Contract Time, in accordance with the Contract documents, but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction, and that the Work was on schedule (or was not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale of the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. IF the



total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Final Completion exceeds the total net accumulated to be expected for the same period from the aforesaid data, and the Owner grants the critical path.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.3.9 Time is of the Essence. The parties agree that the Owner shall be entitled to recover liquidated damages at the rate stated in the Agreement, which shall commence on the first day following the expiration of the Contract Time and continuing until the date of Substantial completion.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

4.4.2 The Contractor shall submit a written notice of any Claim to the Owner and the Architect within 14 days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. The Contractor shall submit a written Claim as providing herein within 30 days of the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and / or Contract Time (showing cause of and analysis of the resultant delay in the critical path) of the Claim and shall provide data fully supporting the Claim. Failure to properly submit the notice of Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor.

4.5 MEDIATION

4.5.1 Any Claim arising out of or relating to the Contract, except Claims relating to aesthetic effect and except those waived shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an express written waiver.

4.5.2 The parties shall endeavor to resolve their claims by mediation, which unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rule of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.5.4 An officer of the Contractor and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the



Architect or Subcontractors, their representatives, also with the authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Owner.

4.6 LITIGATION

4.6.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of Subparagraphs 4.4.1 through 4.5.4 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation shall toll these deadlines until the later of the mediator providing written notice to the parties of impasse or 30 days after the date of the last mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the statutory retainage fund itself to the extent allowable under law).

4.6.2 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 CHANGES IN THE WORK

5.1 GENERAL

5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 5 and elsewhere in the Contract Documents.

5.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

5.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

5.1.4 Before effectuating a change in the Work, the Owner may request the Contractor to propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within 14 days and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Paragraph 5.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner accepts the proposal in writing, the Owner will be immediately bound, the change will be included in a future Change Order, and the change in the Work shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or an order for a minor change in the Work. The Architect may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.



5.2 CHANGE ORDERS

5.2.1 A Change Order is a written instrument which may be prepared by the Architect and signed by the Owner, Contractor and which may be signed by the Architect, stating their agreement upon all of the following:

- .1 change in the Work;
- .2 the amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of the adjustment, if any, in the Contract Time.

5.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 5.3.3. Agreement on a Change Order shall constitute full and final settlement of all issues and matters related to the change in Work which is subject to the Change Order including, without limitation, any and all direct and indirect costs and all adjustments in the Contract Time and Sum. There shall be no fee due or to become due to the Contractor related to deductive Change Orders.

5.3 CONSTRUCTION CHANGE DIRECTIVES

5.3.1 A Construction Change Directive is a written order which may be prepared by the Architect and signed by the Owner, and which may be signed by the Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

5.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

5.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties (accompanied by an itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 5.3.6.

5.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligations to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents.



5.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into and be construed and interpreted as a Change Order.

5.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if cost is to be determined under Clause 5.3.3.3, the Contractor shall keep and present itemized in the categories of Paragraph 5.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs. Labor, equipment and materials shall be itemized in the manner described in Paragraph 5.5. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within 21 days of the Owner's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Paragraph 4.3 or 4.4, shall be limited to the reasonable value, as determined by the Architect (subject to appeal through the dispute resolution procedure of Paragraph 4.4), of the items in Paragraph 5.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method for the adjustment in the Contract Time, the adjustment and method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

5.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the largest of (i) the reasonable and prevailing value of the deletion or change; (ii) the line item value in the Schedule of Values; or (iii) the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner and provided that any amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. If the Contractor adds a reservation of rights that has not been initiated by the Owner, all the amounts for the Construction Change Directive shall be considered disputed unless costs are renegotiated, or the reservation is withdrawn or changed in a manner satisfactory to the Owner.

5.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

5.4 MINOR CHANGES IN THE WORK

5.4.1 The Architect and the Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out any and all such written orders promptly. If at the option of the Owner, the Architect exercises any authority, right(s) or duty(ies) stated anywhere in this Agreement or any other Contract Document as an authority, right or duty the Architect may perform, the Contractor shall comply with, be bound by and respond therewith and thereto, including, but not limited to, the exercise of any authority, right(s) or duty(ies) related to minor work.



5.5 PRICING COMPONENTS

5.5.1 The total cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

- .1 Basic wages: The hourly wage (without markup, fringe benefits or labor burden) not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the Owner.
- .2 Fringe benefits: Fringe benefits paid by the Contractor as established by the Oregon Bureau of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable. Costs paid or incurred by the Contractor for vacations, per diem, bonuses, stock options, or discretionary payments to employees are not reimbursable.
- .3 Workers' insurances: Direct contributions to the State of Oregon as industrial insurance; medical aid; and supplemental pension by class and rates established by the Oregon Bureau of Labor and Industries.
- .4 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

5.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect. Discounts and rebates based on prompt payment may be included, however, if the Contractor offers but the Owner declines the opportunity.

5.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid to an unrelated third party as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Architect prior to performing the work. If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright.

5.5.4 Cost of change in insurance or bond premium. This is defined as:

- .1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the Contractor's liability insurance arising directly from the changed Work; and



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- .2 Public works bond: The cost (expressed as a percentage) of the change in the Contractor's premium for the Contractor's bond arising directly from the changed Work.
- .3 Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

5.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Paragraph 5.5.

5.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineers, project foreman, estimator, superintendent and their vehicles), taxes (except for sales tax), warranty, safety costs, quality control/assurance, purchasing, small or hand tool or expendable charges, preparation of as-built drawings, impact on unchanged Work, Claim preparation, and delay and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. It shall be limited in all cases to the following schedule:

- .1 The Contractor shall receive 15% of the cost of any materials supplied or work properly performed by the Contractor's own forces.
- .2 The Contractor shall receive 8% of the amount owed directly to a Subcontractor or Supplier for materials supplied or work properly performed by that Subcontractor or Supplier.
- .3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work properly performed by its own forces.
- .4 Each Subcontractor of any tier shall receive 8% of the amount it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- .5 The cost to which this Fee is to be applied shall be determined in accordance with Paragraph 5.5.1-5.5.4.
- .6 The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 25%. None of the fee percentages authorized in this Paragraph 5.5.6 may be compounded with any other fee percentage or percentages authorized in this paragraph.
- .7 If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction.

ARTICLE 6 TIME

6.1 DEFINITIONS

6.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

6.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Time is expressly declared of the essence as it relates to the performance of the Contractor's Work. Without limiting the foregoing, the Contractor must complete the Project in the manner required hereby on the date required hereby. The failure to so complete the Project shall cause



the Owner to incur substantial costs and expenses, including, but not limited to, those related to staffing, teachers, management, transportation, publication, communication, signage, and rental, all of which costs and expenses the Contractor shall be liable for.

ARTICLE 7 PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

7.1.1 The Contract Sum as stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

7.2 SCHEDULE OF VALUES

7.2.1 Within seven (7) calendar days of the execution of this the Agreement and with each Application for Payment, the Contractor shall submit to the Architect a schedule of values in a form satisfactory to the Architect and Owner allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

7.3 APPLICATIONS FOR PAYMENT

7.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and reflecting retainage if provided for in the Contract Documents.

7.4 PROGRESS PAYMENTS

7.4.1 After the Architect has received all the necessary documents and properly issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and may so notify the Architect.

7.4.2 If not done previously, the Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

7.5 SUBSTANTIAL COMPLETION

7.5.1 Substantial Completion is the stage in the progress of the Work, or portion thereof designated and approved by the Architect and Owner, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy and utilize the Work, or designated portion thereof, for its intended use. All Work other than incidental corrective or punch list work and final cleaning shall have been completed, including but not limited to the following:

- .1 Obtain ~~temporary~~ occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities, and franchised ~~services~~, assuring the Owner's full access and use of completed Work;



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- .2 Submit the punch list of items to be completed or corrected and written request for inspection;
- .3 Complete final start-up, testing, and commence instruction and training sessions on all major building systems, including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks;
- .4 Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions;
- .5 Discontinue or change over and remove temporary facilities and services from the Project site;
- .6 Advise the Owner on coordination of shifting insurance coverage's, including proof of extended coverage's as required.

The Work is not Substantially Complete unless the Architect reasonably judges that the Work can achieve Final completion within 30 days, appropriate cleaning has occurred, all systems and parts are commissioned and usable, including balancing of the HVAC system, utilities are connected and operating normally, all required temporary occupancy permits have been issued and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

7.5.2 Date of commissioning of Critical Systems. The following systems of the Work, and any other systems designated in the Contract Documents, are considered "Critical Systems": the HVAC system, the data communication system(s), the intercom system, the life safety system(s) and the security system. When the Contractor considers that the Critical Systems are up and running and ready for normal operation as specified for each phase, the Contractor shall so notify the Architect in writing a minimum of 14 days prior to the Date of Substantial Completion for that portion or phase as fixed in the contract Documents. The Architect will then schedule a pre-commissioning inspection of these systems to determine whether the Critical Systems are complete and ready for normal operation. If the Architect's inspection discloses that the Critical Systems are not Substantially Complete or that any item which is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine completion of the Critical Systems and pay the costs associated with the re-inspection, including fees of the Architect and its consultants. When the Critical Systems are complete, the Architect will notify the Owner in writing, which shall establish the Date of Commissioning. Warranties on the Critical Systems required by the Contract Documents shall commence on the Date of Commissioning, unless otherwise provided. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

7.5.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors and assigns from and against all claims, damages, losses and expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than 30 days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30-day period after the Date of Commissioning and prior to occupancy is specified during which the HVAC system is scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.



7.6 FINAL COMPLETION AND FINAL PAYMENT

7.6.1 FINAL COMPLETION

7.6.1.1 If, at sixty (30) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within sixty (30) days of Substantial Completion, the Owner may, upon seven days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within the period required, the Owner may deduct the actual cost of performing this punch list work, including costs, plus 10% to account for the Owner's transaction costs from the Contract Sum.

7.6.1.2 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Architect may promptly make such inspection accompanied by the Contractor and, when the Architect finds all punch list items fully completed and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect may promptly notify the Contractor and the Owner in writing that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. If the Architect determines that some or all of the punch list items are not fully completed, then the Contractor shall be responsible to the Owner for all costs, including re-inspection fees associated with any subsequent Architect's inspection. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 7.6.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

7.6.1.3 "Final Completion" will be attained when the Contractor has accomplished the following:

- .1** Complete all requirements listed in Paragraph 7.5 for Substantial Completion;
- .2** Complete all remaining punch list items and remain in Work and obtain Architect and Owner that all Work is complete;
- .3** Obtain permanent occupancy permits;
- .4** Submit final change order and final Application for Payment;
- .5** Submit recorded documents, final property survey, and operation and maintenance manuals;
- .6** Deliver tools, spare parts, extra stock of material and similar physical items to the Owner;
- .7** Complete final cleaning;
- .8** Complete instruction and train in sessions on all major building systems including HVAC, intercom data communications, fire alarm, telephone, fire sprinkler, security and clocks.

7.6.2 FINAL ACCEPTANCE AND PAYMENT

7.6.2.1 Final payment shall not become due until after the Owner's Board of Directors has formally accepted the Project "Final Acceptance". To achieve Final Acceptance, the Architect must have issued a final Certificate of Payment under Subparagraph 7.6.1, Final Completion must have occurred, and the Contractor must have submitted to the Architect the following:



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- .1 An affidavit that any and all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied together with full and final unconditional waivers by the Contractor and all Subcontractors in a form and with content acceptable to the Owner, except for any Subcontractor claims that are specifically identified on the affidavit;
- .2 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- .3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- .4 Consent of surety, if any, to final payment;
- .5 Other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against such lien or cash deposit off such lien or claim whichever the Owner may request. Such cash deposit shall be paid with the Contractor's own funds. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;
- .6 An "Affidavit of Wages" from the Contractor and each Subcontractor of every tier certified by all required governmental authorities;
- .7 A letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner;
- .8 Certification that all materials in the Work are "lead-free" and "asbestos-free"; and
- .9 All warranties, guarantees, training manuals, operation instructions, certificates, spare parts, maintenance stock, specified excess material, as-built drawings and other documents or items required by the Contract Documents or local governmental entities.

7.6.3 RELEASE OF RETAINAGE

7.6.3.1 Retainage will be held and applied by the Owner as required by law. Release of retainage will be processed in the ordinary course of business upon expiration of sixty (60) days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided by law, and that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract.



7.6.4 WAIVER OF CLAIMS

7.6.4.1 Final Payment by Owner. The making of final payment shall not constitute a waiver of any Claims by the Owner.

7.6.4.2 Final Payment to the Contractor. Acceptance of final payment by the Contractor, or any Subcontractors including but not limited to any material supplier shall constitute a waiver of claims by that payee except those previously timely made in writing delivered to the Owner, Architect and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

8.1 SAFETY PRECAUTIONS AND PROGRAMS

8.1.1 The Contractor shall use best efforts and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

8.2 HAZARDOUS MATERIALS

8.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Owner and Architect in writing. By executing this Contract, Contractor represents and warrants that it has no knowledge of any material or substance which would give rise to any obligation of the Owner under any provision of 8.2.

8.3 EMERGENCIES

8.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 4.4.

ARTICLE 9 INSURANCE AND BONDS

9.1 CONTRACTOR'S LIABILITY INSURANCE

9.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by any Subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under Workers' Compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;



- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.14.

9.2 PERFORMANCE BOND AND PAYMENT BOND

9.2.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising hereunder as stipulated in bidding requirements or specifically required in any of the Contract Documents.

9.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 10 UNCOVERING AND CORRECTION OF WORK

10.1 UNCOVERING OF WORK

10.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect or Owner, be uncovered for the Architect's or Owner's observation or examination and be replaced at the Contractor's expense without change in the Contract Time.

10.2 CORRECTION OF WORK

10.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

10.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to Substantial Completion the Contractor or any Subcontractors or anyone they are responsible for uses or damages any portion of the Work, they shall return it to "like new" condition without any increase in the Contract Time or Sum.

10.2.2 AFTER SUBSTANTIAL COMPLETION

10.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly (but in no event later than seven (7) days) after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a



full and final written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work promptly during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.3.

10.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

10.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

10.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

10.2.4 The Contractor shall bear the sole cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

10.3 ACCEPTANCE OF NONCONFORMING WORK

10.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

11.1.1 The Contract shall be governed by the law of the State of Oregon.

11.2 WRITTEN NOTICE

11.2.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Notice by e-mail or facsimile shall not constitute written notice unless the Owner shall otherwise agree.

ARTICLE 12 TERMINATION OR SUSPENSION OF THE CONTRACT

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or any Subcontractors, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:



- .1 Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency which requires all Work to be stopped; or

12.2 TERMINATION BY THE OWNER FOR CAUSE

12.2.1 The Owner may terminate the Contract if the Contractor:

- .1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

12.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor (but not the construction equipment owned, operated and used by Subcontractors in the performance of their Work);
- .2 Accept assignment of subcontracts; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

12.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 12.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

12.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract. The Contractor hereby fully, finally and unconditionally waives any and all other claims, including but not limited to those for lost or anticipated profits or overhead.



12.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

12.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

12.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 12.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2** That an equitable adjustment is made or denied under another provision of the Contract.

12.4 TERMINATION BY THE OWNER FOR CONVENIENCE

12.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

12.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1** Cease operations as directed by the Owner in the notice;
- .2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

END OF SECTION



PAYMENT BOND

Bond No. _____

Project Name: 2021 Gym Flooring Abatement Projects

_____ (Surety #1)

Bond Amount No. 1: \$ _____

_____ (Surety #2)*

Bond Amount No. 2*: \$ _____

* *If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto The Greater Albany Public School District 8J sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the District, and members thereof, its officers, employees and agents, against any claim



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
PAYMENT BOND
SECTION 00 6113

for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 279C.600, and shall permit no lien nor claim to be filed or prosecuted against the District on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, or the above-referenced, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 2021.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax



PERFORMANCE BOND

Bond No. _____

Project Name: 2021 Gym Flooring Abatement Projects

_____(Surety #1)

Bond Amount No. 1: \$ _____

_____(Surety #2)*

Bond Amount No. 2*: \$ _____

* *If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto The Greater Albany Public School District 8J the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the District, and members thereof, its officers, employees and agents, against any claim



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
PERFORMANCE BOND
SECTION 00 6613

for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 279C.600, and shall permit no lien nor claim to be filed or prosecuted against the District on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the District, or the above-referenced, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

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

Dated this _____ day of _____, 2021.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax



PART 1 GENERAL

1.01 MINIMUM WAGE RATES

- A. The minimum wage rates to be paid all crafts and labor on this contract shall be the prevailing wage for the individual crafts involved in the Linn County area during the life of the contract and as determined by the Commissioner of the Oregon Bureau of Labor and Industries, or in the case of a Federal-Aid project, the wage determination decision of the Federal Secretary of Labor, along with conformance to ORS 279C, as may be applicable to the supplying of the services and/or materials called for in the bid.
- B. Every contractor and subcontractor shall pay workers not less than the specified minimum hourly rate of wage for each trade or occupation in each locality. When a public works project is subject to Davis-Bacon Act (40 U.S.C. 3141 et seq) that would otherwise be subject to state prevailing wages, 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 at least the state prevailing rate of wage.
- C. Each worker in each trade or occupation employed in the performance of the 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 state prevailing rate of wage in accordance with ORS 279C.383 and 279C.840, or the applicable federal prevailing rate of wage, whichever is higher.

1.02 GENERAL REQUIREMENTS

- A. If a dispute arises as to what the prevailing wage rate for any class of worker is, and if the dispute cannot be settled by the parties involved, it may be referred to the Commission of the Bureau of Labor and Industries, State of Oregon, for final determination. The Wage Rates are minimum rates only and the Owner will not consider any claims or additional compensation because of payment made by Contractor or a Sub-Contractor of any wage rate in excess of the prevailing rate.
- B. Prevailing Wage Rates:
 - 1. Pursuant to ORS Ch. 279C.800 - 279C.870, "Prevailing Wage Rates for Public Works Contracts in Oregon," effective January 1, 2021, and amendments, if any, are bound hereinafter and are included as a part of this Specification.
- C. Other requirements related to Prevailing Wage are listed in Section 00 5000 – Agreement for Stipulated Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



ARTICLE 11 - INSURANCE AND BONDS

Revise 11.1.2: Add the following:

The insurance required by 11.1.1 shall be written for not less than the following limits, or greater if required by law and underwritten by an insurance company rated A or A+ by A.M. Best & Co.

1. **Workers' Compensation:** Statutory
2. **Comprehensive General Liability (including Premises-Operations:** Independent Contractor's Protective; Products and Completed Operations; Explosion, Underground & Collapse; Broad-Form Property Damage, Blanket Contractual Liability, Personal Injury with Employment Exclusion Deleted):
 - (a) Bodily Injury
\$2,000,000 Each Occurrence
\$4,000,000 Annual Aggregate
 - (b) Property Damage
\$2,000,000 Each Occurrence
\$4,000,000 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for two (2) years after final payment.
 - (d) Property Damage Liability Insurance shall provide X, C and U coverages.
3. **Comprehensive Automobile Liability:**
 - (a) Bodily Injury
\$1,000,000 Each Person
\$1,000,000 Each Occurrence
 - (b) Property Damage
\$1,000,000 Each Occurrence
4. The Owner shall be named as the Certificate Holder.
5. In addition, furnish true umbrella coverage, which provides excess limits over the primary layer and broader scope, in an amount not less than \$2,000,000.
6. Insurance shall be written by a firm licensed to do business in the State of Oregon and as approved by the Owner. The Owner's specification or approval of this insurance or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise.

11.1.3: Add the following:

The Contractor shall furnish one copy of the General Liability and Automobile Liability policy. The policies shall name the Greater Albany Public School District 8J and its members, partners, officers, directors, agents, and employees, and the successors in interest of the foregoing, as Certificate Holder, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages within ten (10) days after the Owner issues a "Notice of Intent to Award Contract". The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits.

END OF SECTION



PART 1 GENERAL

1.01 PROJECT

- A. Project Name: 2021 Gym Flooring Abatement Projects
- B. Owner's Name: The Greater Albany Public School District 8J
- C. Consultant's Name: DKI Consultants dba: G2 Consultants, Inc.
- D. The Project consists of the construction of: Select abatement of three schools. Liberty, Sunrise and Waverly Elementary schools to facilitate new flooring.

1.02 CONTRACT DESCRIPTION

1.03 WORK BY OWNER

- A. Items noted OFOI (Owner-Furnished, Owner-Installed) will be supplied and installed by Owner before Substantial Completion. Some items include:
- B. Items noted OFCI (Owner-Furnished, Contractor-Installed) will be supplied by the Owner for installation by Contractor before Substantial Completion. Some items include:
- C. Items noted OFOICC (Owner Furnished, Owner Install, Contractor Coordinated) will be supplied by the Owner, installed by the Owner's contractor, but the responsibility of the Contractor to coordinate installation before Substantial Completion.

1.04 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Except as otherwise stipulated herein, Contractors will have complete use of the Premises within the boundaries of the project as shown on the Drawings for the execution of the Work.
- B. The possession, use, or distribution of illicit drugs and alcohol on the Owner's premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.
- C. TOBACCO FREE INSTITUTION: All bidders shall comply with OAR 581.021.0110 and ORS 326.051 regarding Tobacco Use on Public Grounds. For the purpose of this document "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, and any other smoking product, spit tobacco, also known as smokeless, dip, chew, snuff, in any form, nicotine or nicotine delivering devices, chemicals or devices that produce the physical effect of nicotine substances or any other tobacco substitute (e.g., e-cigarettes). This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation. No employee, sub-contractor, material



supplier, or project visitor is permitted to smoke, inhale, dip, or chew or sell tobacco at any time, including non-education hours.

1. In any building, facility; or
 2. On education facility grounds, athletic grounds, or parking lots.
- D. Tools and building materials shall never be left out when an unsecured work area is vacated.
- E. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
- F. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
- G. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized personnel.
- H. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.

1.06 WORK SEQUENCE

1.07 DUST PROTECTION AND SAFETY BARRIERS

- A. The Contractor shall erect temporary Dust and Safety Barriers around all of the Construction Operations to keep dust and debris within the localized work area, and to protect the owner, staff, and the public from construction activities. Additional requirements may be required if airborne dust is judged by the Owner to be a problem.
- B. The Contractor shall take precautions to protect existing smoke detectors from damage or deterioration from dust caused by work of this contract.

1.08 OVERTIME WORK

- A. The Contractor shall notify the Owner in writing, at least 48 hours in advance of any overtime work, including nights, weekends, and holidays. Do no overtime work without Owner's prior approval.
- B. The Contractor shall reimburse the Architect and Owner for any expenses incurred by them because of Contractor's overtime work.

1.09 WORK IN PUBLIC RIGHT-OF-WAY

- A. The Contractor shall obtain any required Permits, pay Permit Fees, arrange for inspections by Regulatory Agencies, and comply with governing Regulatory Agency requirements.

1.10 PROTECTING EXISTING UTILITIES

- A. Original Building Drawings and Site Survey Drawings indicate approximate location of any known, concealed Utility Lines. Before starting work, Contractor shall determine exact location of any of these Lines that could be damaged by Contract Work.



- B. Contractor shall assume that other unknown Utility Lines do exist, and Contractor shall proceed with caution when working in areas that could conceal unknown Utilities.
- C. If such Utility Lines are encountered, immediately request disposition instructions from Architect.
- D. If Utility Lines are damaged; remove, repair, or replace Lines as directed. Additional compensation and/or extension of time, if any, caused by removing, repairing, or replacing Lines will be determined in accordance with General Conditions.

1.11 PROTECTING EXISTING LANDSCAPING & TREES

- A. Protect existing Trees, not designated for removal, against damage caused by work of this contract.
- B. Provide necessary Fencing and Barricades. Erect prior to Work, and unless otherwise instructed, remove after Work completion.
- C. Prohibit Earth stockpiling, Material storage, and Vehicle Parking and Traffic within Drip-line of Trees.
- D. Prohibit dumping of Refuse, Chemicals, and other Materials and puddling or running Water which may injure Plant growth including Root systems.
- E. Prohibit Foot and Vehicle Traffic which may compact Soil over Root Systems.
- F. Prohibit any unnecessary cutting, breaking and skinning of Branches and Roots, and prohibit skinning and bruising of Bark. All tree pruning activities shall be conducted by a certified arborist.
- G. Prohibit all cutting, breaking, and skinning of branches and roots, and skinning or bruising of bark of any trees within the street Right of Way. Consult with a certified arborist and the Authority having jurisdiction prior to starting and construction activities that may threaten to damage street trees.
- H. Prohibit Fires, High-heat and Smoke adjacent to Trees.
- I. Repair or replace with plants of equal size, any material damaged by Construction Operations.
- J. Where damaged Trees cannot realistically be repaired or replaced, pay Owner, as Liquidated Damage, value of Trees as determined by Council of Tree & Landscape Appraisers and as distributed by International Society of Arboriculture. Copies can be obtained from Society at Box 71, Urbana, IL 61801.

1.12 PROTECTING EXISTING SUBGRADE

- A. Contractor shall protect against damage, existing Subgrade and Earthwork provided under this Contract.
- B. Where necessary to accomplish required protection, provide additional Temporary Fill or other approved Cover over Work to be protected.



1.13 PROTECT EXISTING STRUCTURES

- A. Contractor shall protect against damage, existing building parts not scheduled for repair or remodel under this contract.
- B. Where necessary to accomplish required protection, provide additional Temporary barricades, cushioning, or other approved Cover over material to be protected.

1.14 HAZARDOUS MATERIALS

- A. Building Materials Containing Asbestos and Lead have been found in this building in the past. The Owner has previously removed or encapsulated most of the asbestos. By this notice, the Contractor and the Sub-contractors, and their workers, are asked to be aware of the possible presence of Asbestos Bearing Materials, lead and other hazardous materials and if found, or even suspected, to immediately stop work in the area, and notify the Architect and the Owners Project Mnager of the location and condition. A separate independent contract will be issued by the Owner to have the suspected material tested and if needed removed or encapsulated.
- B. The Contractor and Sub-contractors, and their workers shall be extremely careful when working around any asbestos or encapsulated asbestos materials, and take any necessary precautions to avoid disturbing the asbestos or the encapsulation materials. If the asbestos or the encapsulation is disturbed, immediately stop work in the area, and notify the Engineer and the Owners Facility Manager of the location and condition.

1.15 CRIMINAL HISTORY CHECK / PHOTO ID

- A. The names of all Contractor and all Subcontractor employees who will be on the job site for more than one day must be submitted to the District. These employees shall fill out a criminal history form provided by the District. Criminal history checks will be run through the Oregon State Police as provided for in ORS 326.603. The District shall bear the cost of processing such Criminal history checks.
 - 1. Through the signature on the criminal history form, authorization is also given to HMKCO and its representative to investigate this information. Further, with this signature, consent is given to all governmental agencies, public or private companies and individuals to release information regarding the individual to the HMKCO and to their representative. The District shall bear the cost of processing such Criminal history checks.
- B. In accordance with ORS 326.603(8) the District is required to terminate the employment or contract status of any individual who refuses to consent to a criminal history check of to be fingerprinted or falsely swears to the non-conviction of any crime.
- C. In accordance with ORS 326.603(7)(a) no individual found to have been convicted of any crime listed in ORS 342.143 or of an attempt to commit one of the listed crimes shall be allowed to work on any District site.
 - 1. It is vital that employees are instructed to accurately complete criminal history forms. Crimes listed in ORS 342.143 which automatically bar an individual from employment with or contracting with the District are primarily crimes of violence, crimes against children, and sex related crimes. However, falsely swearing that you have not been convicted of a crime obligates the District to terminate employment or contract status even if the crime is not listed in ORS 342.143.



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SUMMARY
SECTION 01 1000

- D. All employees working on site shall wear a Name and Photo Identification Badge. The Contractor shall provide all Photo ID badge. Badge shall state Greater Albany Public Schools, name of the project, employee name, and company they represent.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.
- F. Schedule of Values.
- G. Payments for products stored off site.

1.02 RELATED REQUIREMENTS

- A. Document 00 5000 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- B. Document 00 6000 - General Conditions and Document 00 8000 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 7343 - Prevailing Wage Rates.

1.03 SUBMITTALS

- A. Submit a preliminary draft to the Consultant 3 weeks prior to the submittal for the first Application. The purpose preliminary draft is to confirm the level of detail required by the Design Team. The Contractor is to make adjusted requested by the Consultant. The level of detail may include values as separate lines (entities) for each Specification Section. The Consultant will not review any Application submitted until changes requested by the Consultant to the preliminary draft have been incorporated.

1.04 SCHEDULE OF VALUES

- A. Form to be used: AIA G703 or equivalent.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Consultant for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
 - 1. The purpose of the preliminary draft is to confirm the level of detail required by the Design Team, and the Contractor is to make adjustments as requested. The Consultant will not review any Application submitted until changes requested by the Consultant to the preliminary draft have been incorporated.



- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify the following.
 - 1. Each major Work Item.
 - 2. Each subcontracted Work Item. For each major Subcontract (i.e. mechanical, electrical and plumbing), list products and operations of that Subcontract as separate line items. List labor and materials separately for each major subcontractor.
 - 3. Any Products to be stored, for which separate payments will be requested.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.
- H. Round off values to nearest dollar.
- I. Sum of values listed shall equal total Contract Sum.
- J. Substantiating Data: When requested by Consultant, submit justifying Substantiating Data and Line Item Amounts in question.

1.05 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly.
- B. Form to be used: AIA G702 and G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Consultant for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work. Include individual line items for change orders involving multiple items.
- H. Submit one digital copy in PDF format of each Application for Payment.
- I. Include the following with the application:
 - 1. Construction progress schedule, revised and current as specified in Section 01 3216.
 - 2. Payment for materials and equipment stored off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner.



- J. When Consultant requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Submit Applications for Payment to Consultant at times stipulated below.
- L. When Consultant finds Application properly completed and correct, Consultant will transmit 3 copies of Certificate for Payment to Owner for approval of payment, with one copy to Contractor, and one retained for files.

1.06 ALTERNATE CONSTRUCTION PAYMENT MANAGEMENT SYSTEMS:

- A. Nothing contained herein would prohibit the Contractor from proposing the use of a Construction Payment Management System that substantially complies with the requirements of this section. The contractor shall pay all additional fees associated with the Owner and Consultant's use of this system.

1.07 PAYMENT FOR PRODUCTS STORED OFF THE PROJECT SITE

- A. When delay or added cost to Owner can be avoided by storing Products off Site, Owner will make payment to Contractor for said Products provided that
- B. Contractor shall:
 - 1. Locate Storage Facilities within 20 miles of the Consultant's Office or the Project Site.
 - 2. Make Storage Facilities available for Consultant's visual inspection.
 - 3. Segregate and label Stored Products for specified Project.
 - 4. Assume all risk for loss.
 - 5. Assume responsibility for exceeding Product "Shelf-Life".
 - 6. Protect Stored Products and provide applicable Insurance against their damage, discoloration, and theft, listing the Owner and any Mortgagee as Additional Named Insured.
 - 7. Submit itemized Inventory and Schedule of Values for Stored Products together with Certificate of Insurance.
 - 8. Submit payment requests to Owner as part of Contractor's regular Progress Payment Request. Payment requests can only be for the actual invoiced amount to the contractor or sub-contractor by their respective material supplier. Provide copies of invoice to justify amount requested.
 - 9. Reimburse Owner for damages sustained if Stored Products are not delivered to Jobsite when needed.
 - 10. Submit to Owner, with copy to Consultant, a written Waiver of Lien insuring Owner against claims for unpaid Storage Costs.



11. Upon receipt of payment from Owner, prepare and issue to Owner, with a copy for Consultant, and any Mortgagee, a Bill of Sale for Stored Products.

1.08 PREVAILING WAGE PAYMENT CERTIFICATION

- A. Submit Prevailing Wage Payment Certification Forms as required by Section 00 7343.

1.09 APPLICATION PAYMENT SCHEDULE

- A. Within 15 Days, following Owner's approval of payment of in-order Application for Payment, the Owner will:
 1. Until Substantial Completion, pay Ninety-Five Percent (95%) as defined in General Conditions during the previous month, as estimated by Consultant.
- B. After execution of Certificate of Substantial Completion, and within 15 days, following Owner's approval of payment of the next in-order Application for Payment, the Owner will pay:
 1. Balance due under Contract, excluding a Retainage Amount of at least \$1,000, or double the estimated value of uncompleted and/or unacceptable portions of Work, whichever is the greater amount.
- C. Thirty (30) days after final inspection and acceptance by Owner, and within 15 days following Owner's approval of payment of final in-order Application for Payment, the Owner will pay:
 1. Balance due under Contract, provided Work be then fully completed and Contract be then fully performed.

1.10 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Consultant will issue instructions directly to Contractor.
- C. For other required changes, Consultant will issue a Construction Change Directive document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Consultant will issue a Proposal Request document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.



- E. Contractor may propose a change by submitting a request for change to Consultant, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Consultant for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Consultant.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Consultant without a quotation from Contractor, the amount will be determined by Consultant based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Consultant will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.



- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.11 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.
 - 2. Submit final Application for Payment with unconditional lien releases and supporting documentation not previously submitted and accepted in accordance with requirements of General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION



THE GREATER ALBANY PUBLIC SCHOOL DISTRICT 8J
2021 GYM FLOORING ABATEMENT PROJECTS
SUBSTITUTION REQUEST FORM
SECTION 01 6023

SUBSTITUTION REQUEST: DATE SUBMITTED _____

1.01 SUBMIT TO: Ken Gruenwald, Sr. Project Manager, HMK Company

1.02 PROJECT: 2021 Gym Flooring Abatement Projects

1.03 SPECIFIED ITEM:

- A. SECTION NAME AND NUMBER: _____
- B. PRODUCT TYPE AND NAME AND MODEL: _____
- C. PARAGRAPH AND PRODUCT DESCRIPTION: _____

1.04 PROPOSED SUBSTITUTION:

- A. MANUFACTURER AND MODEL NUMBER(S): _____
- B. PRODUCT DESCRIPTION: _____
- C. Attached data includes product description, specifications, drawings, photographs, performance, test data and **point by point comparative matrix** adequate for evaluation of request including identification of applicable data portions. Attached data also includes description of changes to Contract Documents the proposed substitution requires for proper installation.
- D. It is the responsibility of the requestee to assemble a comparative matrix outlining key elements of proposed substitution.

1.05 UNDERSIGNED CERTIFIES FOLLOWING ITEMS, UNLESS MODIFIED BY ATTACHMENTS, ARE CORRECT:

- A. Proposed substitution does not affect dimensions shown on the drawings.
- B. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
- C. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
- D. Maintenance and service parts are available locally or readily obtainable for proposed substitution.

1.06 UNDERSIGNED FURTHER CERTIFIES FUNCTION, APPEARANCE, AND QUALITY OF PROPOSED SUBSTITUTION ARE EQUIVALENT OR SUPERIOR TO SPECIFIED ITEM.

1.07 UNDERSIGNED FURTHER CERTIFIES THAT THE MANUFACTURER OF THE PROPOSED SUBSTITUTION IS AWARE OF THIS SUBSTITUTION REQUEST AND AGREES TO THE STATEMENTS NOTED ABOVE.

1.08 UNDERSIGNED AGREES THAT THE TERMS AND CONDITIONS FOR SUBSTITUTIONS FOUND IN BIDDING DOCUMENTS APPLY TO THIS PROPOSED SUBSTITUTION.



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2021 GYM FLOORING ABATEMENT PROJECTS
SUBSTITUTION REQUEST FORM
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1.09 SUBMITTED BY:

- A. NAME: _____ SIGNATURE: _____
- B. FIRM NAME: _____
- C. FULL MAILING ADDRESS: _____
- D. PHONE: _____ E-MAIL: _____

1.10 FOR USE BY ARCHITECT OR ENGINEER

- A. APPROVED OR APPROVED AS NOTED BY: _____
- B. NOT APPROVED BY: _____
- C. RECEIVED TOO LATE: _____
- D. REMARKS: _____
- E. DATE OF RESPONSE: _____

END OF SECTION



Asbestos Abatement Scope of Work

Purpose: Gyms and Liberty Cafeteria and Stage Flooring Projects

Client:

**Greater Albany Public Schools
3610 Grand Prairie Road SE
Albany, Oregon 97322**

Project Addresses:

**Liberty Elementary School
Gym and Cafeteria/Stage Flooring Renovation Project
2345 SW Liberty Street
Albany, Oregon 97321**

**Sunrise Elementary School
Gym Flooring Renovation Project
730 SE 19th Avenue
Albany, Oregon 97322**

**Waverly Elementary School
Gym Flooring Renovation Project
425 SE Columbus Street
Albany, Oregon 97321**

G2 Project #: 21-3953

February 16, 2021

Prepared By:

G2 Consultants
16869 SW 65th Avenue, #15
Lake Oswego, Oregon 97035
www.g2ci.com

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DIVISION 2

SECTION 20100 **ASBESTOS ABATEMENT**

Section 1.0 Scope of Work

1.1 Project Details:

- A. This project involves a Base Bid for the removal and disposal of asbestos containing materials as specified under BASE BID. All work is located at the following locations:

Liberty Elementary School
2345 Southwest Liberty Street
Albany, Oregon 97321

Sunrise Elementary School
730 SE 19th Avenue
Albany, Oregon 97322

Waverly Elementary School
425 SE Columbus Street
Albany, Oregon 97321

No work is to be conducted on site until a functional Remote three-stage decontamination facility is established. The contractor shall submit a work plan with the Bid.

- B. The asbestos abatement contractor (the Contractor) shall supply all labor, material services, insurance, permits and equipment necessary to carry out the work.
- C. A mandatory pre-bid site walk will be conducted on March 10, 2021 at 3 PM. The walk will start at Liberty, then Sunrise, then Waverly.
- D. Bids for this project are due on March 23, 2021 at 2:00 pm Pacific Time. Bid opening will be at 718 Seventh Avenue SW, Albany, Oregon.
- E. Questions regarding the specifications and scope of work should be directed to Dan Rouse of G2 Consultants. Email: dan@g2ci.com Cell: 503-701-7325. Questions regarding contractual requirements, etc. shall be directed to Ken Gruenwald (ken.gruenwald@hmkco.org).
- F. Bids shall be submitted via email, along with a work plan to to:
Ken Gruenwald, Project Manager
ken.gruenwald@hmkco.org
Project: Liberty, Sunrise and Waverly Elementary Schools - Gym Flooring Projects

It is the contractor's responsibility to make sure the bids have been received.

DIVISION 2

SECTION 20100
ASBESTOS ABATEMENT

- F. Work hours shall be between 7:00am - 7:00pm Monday through Friday. A representative of G2 will be on site for the duration of the abatement to provide access, address any questions/concerns and provide IH services for clearances.
- G. Water and power shall be provided by the school district. Restrooms are not available in the building. Parking and staging is available.
- H. The contractor is encouraged to field verify quantities prior to submitting a bid.

1.2 Work Summary

A. Base Bid

AC Floor Tile and AC Mastic

Removal and disposal of approximately 8,505 sq. ft. of AC floor tile and AC mastic from the cafeteria, stage and gym (and adjacent storage rooms) at Liberty Elementary.

AC Floor Tile and AC Mastic

Removal and disposal of approximately 4,385 sq. ft. of AC floor tile and AC mastic from the gym (and adjacent storage rooms) at Sunrise Elementary.

AC Floor Tile and AC Mastic

Removal and disposal of approximately 4,250 sq. ft. of AC floor tile and AC mastic from the gym (and adjacent storage rooms) at Waverly Elementary.

B. Alternate #1: Unit Pricing - add/deduct:

Cost for additional AC floor tile and AC mastic on concrete:

1.3 Sequence of Work: The Contractor shall adhere to the following sequence of tasks:

- A. Construction of decontamination systems as required.
- B. Work area preparation for asbestos abatement as required.
- C. Removal of all ACM from proposed work areas. Occupational Health and Safety Administration (OSHA) personal monitoring during this removal is required.
- D. Final clean-up and load out of all ACM.

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- E. Transportation of ACM to an approved landfill.
- F. Final clean up (non-ACM) and removal of equipment and materials (non-ACM) after clearance has been attained.

1.4 Special Conditions

- A. The Contractor shall provide labor, materials and equipment to complete the work as defined by the Contract Documents, including but not limited to the following:
 - 1. The filing of all required notifications and variances, including the payment of all fees charged by all regulatory agencies.
 - 2. Work area preparation.
 - 3. General protection.
 - 4. Engineering controls construction.
 - 5. Installation of personnel and waste decontamination facilities.
 - 6. Removal of all ACM, asbestos contaminated building components and decontamination of all surfaces.
 - 7. Transportation and disposal of asbestos waste.
 - 8. Re-establishment of all building systems disrupted by the work of this contract.
 - 9. Conduct daily inspections of all adjacent spaces and clean up as required.
- B. If the Contractor has any questions as to possible errors or omissions in the Specifications, they shall immediately bring the discrepancy or other question to G2's attention in writing and obtain a written decision as to the methods and materials to be used, before the submission of the bid. Failure to obtain clarification in writing shall not relieve the Contractor of performing the normal good practice of the industry.
- C. All waste generated by the Contractor shall be disposed of as asbestos waste to a licensed landfill.
- D. The Contractor shall provide all required plumbing and electrical work, including temporary connections. The Abatement Contractor shall provide a temporary electric panel for his equipment and, where required, shall provide temporary lighting in accordance with all applicable codes and standards, unless other arrangements are made with the owner prior to the start of the project. The specifics shall be included in the work plan and coordinated with the Owner(s) or Owner's Representative.
- E. Bidders are required to visit the premises prior to the time of submitting proposals for the work described herein, and thoroughly inspect the conditions under which the contract is to be executed. The Contractor is responsible for field verification of all locations and quantities and determining all varying field conditions prior to the submission of their bid. Bids should include the removal of all ACM identified in the

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SECTION 20100 ASBESTOS ABATEMENT

specifications and asbestos abatement drawings. Quantities provided herein are estimates and are meant to include all ACM depicted or described on the drawing.

- F. All temporary water connections shall be turned off and all water hoses disconnected at the end of the work shift. All wastewater from the abatement activities shall be pre-filtered, stored in barrels and re-used as amended water or disposed of as contaminated waste.
- G. The Contractor agrees to defend and hold the Owner, HMK Company and G2 Consultants, Inc. harmless from any and all fines, levies or penalties. This includes the cost to defend penalties issued by any jurisdictional authorities as a result of actions or work procedures used by the Contractor or his sub-Contractors or any persons or organizations assisting or employed directly or indirectly by the Contractor.
- H. No consideration or allowance will be granted for any misunderstanding or discrepancies of work practices or materials used without written permission from the Owner.

Section 2.0 General Conditions

2.1 Requirements

- A. All work under this contract shall be done in strict accordance with applicable Federal, State and Local regulations, standards and codes governing asbestos abatement.
- B. The most recent edition of applicable regulations, standards, documents or codes shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.
- C. Copies of all standards, regulations, codes and other applicable documents, including this Specification shall be made available at all times by the Contractor at the work site in the clean change area of the worker decontamination system.
- D. The Contractor shall be required to complete all work within a time frame stipulated by the Owner(s).
- E. Abatement for all phases of work should occur during hours agreed upon by the owner and the contractor. Outdoor abatement for all phases of work may occur during daytime hours. Any other performance of work outside of these hours, including weekends and legal holidays will be permitted only upon receipt of permission, in writing, from the Owner.
- F. The Contractor shall, at the time of delivery, unconditionally own all materials delivered to the job site. The Contractor may not assign any money due, or to

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SECTION 20100 ASBESTOS ABATEMENT

become due under this contract, without having received written consent from the Owner(s).

- G. The Contractor may not assign or sub-contract any of the work to be performed under this contract without having first received written permission from the Owner(s) for all such assignment and/or subcontracting.
- H. The Contractor shall guarantee all workmanship and materials free-from-fault or defect for a period of one year from job closeout.
- I. The Contractor will be expected to execute a construction contract provided by HMK Co.
- J. When available, storage areas will be assigned to the Contractor for equipment, tools and materials. Parking of automobiles or trucks will be determined by the Owner.
- K. The Contractor may interrupt no building services without prior written permission from Owner(s).
- L. Applicable Federal, State and Local rules and regulations governing asbestos abatement work training requirements, and the disposal of asbestos materials are not completely documented in this Specification. The Contractor and his personnel are required to have read and familiarized themselves with such rules and regulations. Copies of these regulatory documents must be kept on the job site until completion of the work.

2.2 Definitions

Abatement: Procedures to control fiber release from ACM including removal, encapsulation, enclosure and repair.

Abatement Activities: all activities from the initiation of work area preparation through successful clearance air monitoring to be performed at the conclusion of an asbestos project or minor project.

Aggressive Sampling: A sampling method in which the air sampling technician agitates and makes airborne any settled dust and residual asbestos fibers through the use of mechanical equipment to stir up settled dust during the sampling period, thus simulating activity in that area of the building.

AIHA: The American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311

Air Lock: A system for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two (2) curtained doorways separated by a distance of at least three (3) feet such that one

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SECTION 20100 **ASBESTOS ABATEMENT**

(1) passes through one doorway into the air lock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air Sampling: The process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400 or the provisional method developed by the United States Environmental Protection Agency (USEPA), which are utilized for lower detectability and specific fiber identification.

Ambient Air Monitoring: Measurement or determination of airborne asbestos fiber concentrations outside of, but in the general vicinity of the work site.

Amended Water: Water to which a surfactant has been added.

ANSI: The American National Standards Institute, 1430 Broadway, New York, New York 10018

Area Air Sampling: Any form of air sampling or monitoring where the sampling device is placed at a stationary location.

Asbestos: Any hydrated mineral silicate separable into commercially usable fiber, including but not limited to Chrysotile (serpentine), Amosite (cummingtonite-grunerite), Crocidolite (riebeckite), Tremolite, Anthrophyllite, and Actinolite.

Asbestos Containing Material (ACM): Pure asbestos or any material containing more than one percent asbestos by weight.

Asbestos Project: Any form of work performed in connection with the alteration, renovation, modification or demolition of a building or structure which will create friable ACM.

ASTM: The American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania. 19103

Background Level Monitoring: A method used to determine airborne asbestos fiber concentrations inside and outside the work areas of a building prior to the start of abatement activities.

Clean Room: An uncontaminated area or room that is part of the worker decontamination enclosure with provisions for storage of workers' street clothes and protective equipment.

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Clearance Air Monitoring: The employment of aggressive sampling techniques using the volume of air collected to determine the airborne concentrations of residual fibers. It is to be performed as the final abatement activity.

Contractor: The State, any political sub-division of the State, a public authority or any other governmental agency or instrumentality thereof, self employed person, company, unincorporated association, firm, partnership or corporation and any owner or operator thereof, which engages in an asbestos abatement project.

Decontamination Enclosure System (DES): A series of connected rooms, separated from the work area and from each other by air locks and used for the decontamination of workers, materials and equipment.

Demolition: The dismantling or razing of a building, including all operations incidental thereto.

Disturb: To alter or change, such as but not limited to the removal, encapsulation, enclosure or repair of ACM.

Encapsulant (sealant) or Encapsulating Agent: A liquid material which can be applied to an ACM and which temporarily controls the possible release of asbestos fibers from the material by creating a membrane over the surface (bridging encapsulation) or by penetrating into the material and binding its components together (penetrating encapsulant).

Enclosure: The construction of air tight walls and a ceiling between the asbestos material and the facility environment, or around surfaces coated with asbestos materials, or any appropriate and approved procedure that prevents the release of asbestos materials.

Equipment Room: A contaminated area or room that is part of the worker DES with provisions for the storage of contamination clothing and equipment.

Fiber: An acicular single crystal or a similarly elongated polycrystalline aggregate that displays some resemblance to organic fibers by having such properties as flexibility, high aspect ratio, silky luster, axial lineation and others, and that has attained its shape primarily through growth rather than cleavage.

Friable Asbestos Material: Any material applied onto ceilings, walls, structural members, piping, duct work or any other part of the building structure that when dry may be crumbled, pulverized or reduced to powder by hand or other mechanical pressure.

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Glove bag Technique: A method for removing friable ACM from heating, ventilation, and air conditioning (HVAC) ducts, short piping runs, valves joints, elbows and other non-planar surfaces in a non-contained work area. The glovebag is constructed of 10-mil transparent plastic, two inward-projecting water-wand sleeves, an internal tool pouch and an attached, labeled receptacle for asbestos waste.

Glovebag: Constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

HEPA Filter: A high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers mass median aerodynamic equivalent diameter.

Incidental Exposure: Any occupational exposure to asbestos fibers caused by disturbing ACM during the performance of one's job other than during asbestos abatement activities.

Industrial Hygienist: The professional contracted or employed by the Building Owner(s) and or Tenant to supervise and/or conduct air monitoring and analysis, perform inspections and act as the Owner/Tenant Representative.

NESHAPS: The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61)

NIOSH: The National Institute for Occupational Safety and Health CDCNIOSH, Building J - N.E., Room 3007, Atlanta, Georgia 30333

OSHA: The Occupational Safety and Health Administration

Phase Contrast Microscopy (PCM): The measurement protocol for the assessment of the fiber content of air. (NIOSH Method 7400)

Personal Air Monitoring: A method used to determine employee's exposure to airborne fibers. Samples are collected outside the respirator in the workers' breathing zone as OSHA asbestos standards (29 CFR 1926.58).

Personal Protective Equipment: Appropriate clothing, headgear, eye protection, footwear and MSHA/NIOSH approved respiratory protection.

Wet Cleaning: The removal of asbestos fibers from building surfaces and objects by using cloths, mops or other cleaning tools that have been dampened with water.

Work Area: Designated rooms, spaces or areas of the project where asbestos abatement activities take place.

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Work Site: Premises where asbestos abatement activity is taking place and that may be comprised of one or more work areas.

2.3 Regulatory Reference Standards

All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement.

The Contractor shall comply with all applicable Federal, State and Local regulations and guidelines of asbestos removal, including, but are not limited to, the following:

- A. Code of Federal Regulations (CFR) Publications:
 - 1. 29 CFR 1910.1001 Asbestos, Tremolite, Anthophyllite, Actinolite
 - 2. 29 CFR 1910.134 Respiratory Protection
 - 3. 29 CFR 1926 All Sections
 - 4. 29 CFR 1910 All Sections
 - 5. 40 CFR Part 61, Subparts A and M - NESHAPs
 - 6. 40 CFR Part 763, Subpart E - AHERA
- B. Oregon Administrative Rules:
 - 1. Chapter 340 Division 25, Department of Environmental Quality
 - 2. Chapter 340 Division 33, License and Certification Requirements
 - 3. Chapter 437 Division 2, General Occupational Safety and Health Rules
 - 4. Chapter 437 Division 3, Construction

2.4 Work Procedures

- A. General Abatement Techniques
 - 1. ACM must be wetted down thoroughly and as often as necessary to prevent the emission of fibers. The ACM removal shall begin within areas closest to the decon unit and proceed towards the HEPA filtration units.
 - 2. Wet ACM shall be disposed of in appropriately lined, lockable dumpsters marked with warning signs. Waste bags and containers shall be properly labeled.
 - 3. ACM shall not be dropped or thrown from heights exceeding fifteen (15) feet above the floor. At heights above 15 feet, ACM shall be dropped into incline chutes, dropped onto scaffolding, or containerized at that height for later disposal. At heights above forty (40) feet, a dust tight chute shall be employed. Contractor shall be aware of any State or Local requirements that may supercede these requirements.
 - 4. Visible remaining ACM shall be removed with nylon brushes or an equivalent method. During this phase, surfaces being cleaned are to be kept wet. All disposable materials and equipment shall be packaged for disposal.
 - 5. All equipment shall be decontaminated within or near the structure prior to removal. All free water in contaminated areas shall be collected and added to ACM waste and/or placed in plastic lined, leak proof containers, solidified or filtered appropriately in accordance with all applicable regulations.

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6. The area between the building and the dumpsters used shall be kept reasonably free of debris during shifts, and thoroughly cleaned at the end of each shift to remove ALL visible debris.
- B. Materials to Be Utilized:
1. 6-mil, fire retardant polyethylene sheeting and 6-mil bags shall be utilized to begin the initial work site preparation such as the erection of critical barriers, pre-cleaning of debris, etc.
 2. High quality duct tape, spray-on adhesives, glues and other barrier securing materials shall be available on-site to facilitate work area preparation
 3. A proper surfactant or removal encapsulant shall be employed as a wetting agent
 4. Tools such as wire-cutters, utility knives, scrub brushes, scrapers, etc., shall be used to aid in abatement
 5. Mops, rags and HEPA vacuums shall also be employed during any abatement.
 6. Asbestos Hazard Tape shall be used to cordon off the restricted areas at the base of any scaffolding utilized for abatement.
- C. Isolation of Work Areas:
1. Critical barriers shall be placed on all windows and openings in the work area. These shall be sealed and remain in place until final air clearance testing has been completed.
 2. Negative air filtration equipment is not required in the work area, but is required in the decon facility.
- D. Decontamination Chamber Construction/Maintenance:
1. A three stage decontamination (decon) chamber shall be constructed. This shall take place prior to any work being started in any area.
 2. The chamber shall be composed of a series of three rooms/spaces set up in a consecutive arrangement from the work area to the outside atmosphere. If required, a decontamination trailer shall be provided to the workers and placed in an isolated position in the uncontaminated environment.
 3. The first, innermost room of the decon chamber shall be designated as the dirty or contamination room. It will be located at the closest proximity to the enclosed work area and separated by an airlock. This in turn shall be attached to a shower room by an air lock to prevent fiber release. This shower room, which the workers shall use to decontaminate themselves of all remaining asbestos fibers when exiting work area, shall be attached to the clean room/outer room. The clean room outer room shall be used as the entrance to the actual decon chamber. It is here where street clothes and uncontaminated personnel protective equipment shall be accessed.

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4. Air locks used to separate the rooms shall be composed of fire-retardant, plastic doors and weighted to prevent contaminated air from escaping into the environment.
 5. A minimum of two layers of fire retardant, polyethylene shall be used for construction of a decontamination unit inside the work area, and a two layer ceiling shall be used to protect the integrity of the decon unit.
 6. The decon chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail during work procedures.
 7. A daily log of personnel entering the work area shall be maintained in order to control the access to the decon unit and work area.
 8. Visitors and inspectors shall be provided with information and personnel protective equipment upon request and with proper identification.
 9. A decon unit shall be constructed in accordance with the applicable regulations.
 10. Two (2) layers of 6-mil, fire-retardant polyethylene sheeting shall be placed on walls, floors and ceilings.
 11. Sufficient air filtration devices (AFD) units shall be used to insure four air changes in work area per hour.
 12. Material to be removed shall be sufficiently wetted with amended water prior to removal.
 13. Workers will wear respiratory protection as required by OSHA during abatement and clean up.
 14. Materials will be removed and contained daily. No ACM debris shall be left on the ground outside of the building during overnight.
 15. Bagged waste will be removed from the work area, double bagged in either the decontamination area or separate bag exit chamber, and stored in a stationary, sealed container.
- E. Final Clean-Up of Work Area:
1. All surfaces in the work area shall be cleaned using HEPA vacuums and wet wiping as necessary.
 2. No visible dust or debris shall be observed within the work areas, and around the perimeter of the structure.
 3. After completion of clean-up operations, the Contractor shall notify the Consultant that the containment is ready for post-abatement ambient sampling. After air samples are found to document acceptable airborne fiber concentrations of less than the regulatory threshold of 70 structures/mm² for the contained areas greater than 160 sq. ft., the containment provisions may be removed. PCM post-abatement verification samples will be collected in contained areas less than 160 sq. ft. Those containment provisions may be removed when the samples are found to document acceptable airborne fiber concentrations of 0.01 f/cc.

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2.5 Personnel Qualifications and Requirements

- A. All Contractor personnel involved with asbestos work must be trained and tested prior to any work, and shall be thoroughly familiar with the Contractor's standard operating procedure for the asbestos abatement work. All personnel shall undergo the specific medical examinations required by OSHA. The superintendent and the foreman shall be thoroughly familiar with all applicable regulations and practices for asbestos work and shall have participated in at least two abatement projects of similar size and scope within the past two years. All personnel shall be in possession of valid respirator fit test paperwork. Anyone without the above qualifications shall not be allowed to work during the abatement phase at any time.

Superintendent and supervisor qualifications shall consist of:

1. Training and knowledge of applicable regulations and expertise in safety and environmental protection as evidenced by the participation in successful completion of, and certification by a training course offered by an EPA accredited Asbestos Supervisor's course.
 2. Experience with abatement work as evidenced through participation in at least two asbestos abatement projects, similar in size and scope to this project.
 3. Fluency in English and the languages spoken by all employees, or a designated interpreter for each language shall be available on each shift. A list of designated interpreters and their work schedules shall be provided for the Owner(s).
- B. The superintendent or supervisor shall maintain a permanently bound project logbook that will:
1. Identify the facility, Owner(s), Agent, Contractors and project.
 2. Define each work area.
 3. Record completely all pertinent facts relating to the project.
 4. Record date, time and name after each entry.
 5. Have a daily sign-in for each and every individual entering into the work area. They must provide, in legible print, name (first and last), worker license number, the time and date entered and exited and proof of approved visitor status.
 6. Dates of inspections and documentation of pass/fail of inspections.
 7. A summary of work accomplished at the end of each shift.
 8. Notes and comments.
- C. The project supervisor shall also be responsible for the following tasks:
1. Assuring that the decontamination chambers are kept clean.
 2. Surveying the work area a minimum of two times per shift for proper housekeeping, safety precautions, barrier integrity and integrity of any air hoses. The supervisor shall record objective observations.
 3. Ensure that each worker is wearing proper personal protective equipment and is trained in its use.
 4. Ensure that all workers are certified and licensed.

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5. Take precautions to prevent over stressing workers.
 6. Ensure worker qualifications consist of the following:
 - a. Training, as evidenced by the participation in, successful completion of, and certification by an approved asbestos abatement worker's course.
 - b. Familiarization with the standard operating procedures for asbestos abatement work.
- D. There shall be a sufficient number of trained and qualified workers, foremen and superintendents to accomplish the work in accordance with the required schedule. Since general work cannot start prior to the successful decontamination of the work area, it is imperative that a sufficient number of trained personnel be engaged throughout the abatement process. No untrained, unqualified or unapproved person shall be employed to hasten completion of the abatement work.
- 2.6 Owner Responsibilities**
- A. The Owner(s) shall provide the utilities needed by the Contractor to complete the abatement project. Said utilities shall include electric current to supply negative air units, vacuums and other equipment needed within the work area or decon and a water source.
 - B. The Owner(s) shall provide to the Contractor a list of all daily and emergency phone numbers needed during the course of the project including but not limited to fire, police, ambulance and other emergency services.
- 2.7 Consultant Responsibilities**
- A. The Consultant shall be hired by the Owner(s) and be independent of the Contractor on the job.
 - B. All air monitoring specified in the Air Monitoring Section of this Specification shall be adhered to by the Consultant.
 - C. The technician on site will make inspections after each stage of the work is completed to assure proper completion before the next stage begins. Inspections will take place after plastic enclosure is set up (prior to removal) and after clean up phase.
 - D. The Consultant is responsible for daily inspections during all phases of the removal project to ensure the work is being done properly with no outside work area contamination.
 - E. The Consultant has the authority to stop work due to lack of cooperation by the Contractor, contamination of areas outside the work area, or any violations of the Specifications, or Federal, State and Local regulations.

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- F. If any inspection fails, the Consultant shall notify the Contractor stating the reason for the failure. The Contractor shall correct the problem and the Consultant shall perform another inspection. This process shall be repeated until the Contractor's work has passed inspection. The Contractor shall be responsible for additional air monitoring and stand-by costs.
- G. If any air test exceeds acceptable levels (outside work area, greater than .01 f/cc; or inside work area levels exceeding OSHA standards), the Consultant shall notify the Contractor, who shall stop work and correct the problem immediately. If the fiber levels remain high the Consultant will stop the work until the Contractor corrects all problems. The Contractor shall be responsible for additional air monitoring and stand-by costs.
- H. If the final air tests exceed 0.01 f/cc for containments under 160 sq.ft., or 70 structures/mm² for containments 160 sq. ft. or greater, the entire work area shall be re-cleaned immediately upon receipt of air test results. The area shall then be re-tested at no additional cost to the Owner(s).

Section 3.0 Execution

3.1 Standard Operating Procedures

A written description of Contractor's standard operating procedures for completing the work shall be submitted to ensure maximum protection and safeguard from asbestos exposure to workers, visitors, employees and the environment. The standard operating procedure shall consist of:

- A. Methods to maintain security to prevent unauthorized entry into the work space.
- B. Maintenance of an entry log record that ensures that the Contractors' personnel are in accordance with applicable regulations.
- C. Proper protective clothing and respiratory protection use prior to entering the work area.
- D. Safe practices to prevent accidents in the work space, especially from electrical shocks, slippery surfaces and entanglements in loose hoses and equipment.
- E. A survey of the work areas at a minimum of once per work shift to ensure that the workers, personal protective equipment is not ripped or torn and that respiratory protection is worn at all times and that engineering systems used minimize exposure to fibers in the work space are in place.
- F. Safe work practices including, provisions for inter-room communications and the exclusion of eating, drinking, smoking and any activity that may break a respiratory protection seal.

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- G. Proper exit procedures from the work space to the outside through the decontamination facility.
- H. Methods for packaging, labeling, loading, transporting, and disposing contaminated material in a way that minimizes exposure and contamination.
- I. Emergency evacuation procedures for medical or safety reasons (i.e. fire and smoke) so that exposure to ACM shall be minimized.
- J. Provisions for effective supervision, including personal air monitoring and any general area air monitoring during the work.

3.2 Notifications and Permits

- A. Notifications: The Contractor shall provide required notification to regional, state and local authorities having jurisdiction on the project. The Contractor shall also secure all permits required for the work, including disposal of asbestos in an approved landfill.
- B. Variances: The Contractor shall be responsible for obtaining any variances to perform the abatement work. The variance request shall be submitted to the Owner's Consultant for approval prior to submission to the regulatory agencies. Payment of fees for the processing of any variance request; shall be made by the Contractor.

3.3 Warning Signs and Labels

- A. The Contractor shall erect warning signs around the work space and at every point of potential entry from the outside. Signs should be in accordance with OSHA standard 29 CFR 1910.1001. The warning signs shall be a bright color so that they will be easily noticeable. The size of the sign and the size of the lettering shall conform to the OSHA requirements.
- B. The contractor shall provide the OSHA and NESHAPS required labels for all plastic bags and all drums utilized to transport asbestos contaminated material to the landfill.
- C. The contractor shall provide any other signs, labels, warning and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure these shall be posted in a prominent and convenient place for the workers.

3.4 Emergency Precautions

- A. The work area is to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of Sub-Contractors, Client's employees and representatives, State and Local inspectors and any other designated individuals. A list of authorized personnel shall be

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established prior to job start and posted in the clean room of the worker decontamination facility.

- B. A logbook shall be maintained in the clean room area of the worker decon system. Anyone who enters the work area must record his name, affiliation, time in and time out for each entry.
- C. Entry into the work area by unauthorized individuals shall be reported immediately to the Client by the Contractor. These events should be clearly detailed in the site logbook.
- D. Access to the work area shall be through a single worker decon system located at a designated location of the work site. All other means of access (doors, windows, hallway, etc.) shall be blocked or locked to the prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out air lock that shall be sealed except during the removal of containerized asbestos waste from the work area and emergency exits for use in case of fire and/or accident. Emergency exits shall be sealed with fire retardant polyethylene sheeting and tape until needed. These emergency exits shall be clearly marked in English and the language of a majority of the workers.
- E. The Contractor should have control of site security during all operations whenever possible, in order to protect work efforts and equipment.
- F. The Contractor shall have the Client's or Owner's assistance in notifying building occupants of impending activity and enforcement of restricted access by all employees.

Section 4.0 Personal Protective Equipment

4.1 Respiratory Protection

- A. Respiratory protection shall be worn by all individuals inside the work area from the initiation of the asbestos project until all areas have successfully passed clearance air monitoring.
 - 1. All respiratory protection shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part 11. All respiratory protection shall be provided by the Contractor and used by workers in conjunction with the written respiratory protection program.
 - 2. The Contractor shall provide all workers, foreman, superintendents, authorized visitors and inspectors personally issued and marked respiratory equipment approved by NIOSH and MSHA. When using respirators with disposable filters, the Contractor shall supply replacements as needed.

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3. Workers shall be provided with personally issued and individually marked respirators. Respirators shall not be marked with any instrument that will alter the fit of the respirator in any way. Only waterproof identification markers will be used.
 4. The Contractor shall ensure that the workers are qualitatively or quantitatively fit tested for any negative pressure respirator by an Industrial Hygienist initially and every six months thereafter with the type of respirator to be used. Qualitative fit testing may only be used for half-mask respirators.
 5. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
 6. No facial hair (beards) shall be permitted to be worn when wearing respiratory protection that requires a mask to face seal.
 7. Contact lenses shall not be worn in conjunction with respiratory protection on asbestos projects.
 8. If a worker wears glasses, a spectacle kit to fit their respirator shall be provided by the Contractor at the Contractor's expense.
 9. Respiratory protection maintenance and decontamination procedures shall meet the following requirements:
 - a. Respiratory protection shall be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134(b).
 - b. HEPA filters for negative pressure respirators shall be changed after each shower, or sealed properly.
 - c. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures.
 - d. Air-line respirators with HEPA-filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filtered/power pack assemblies shall be decontaminated in accordance with manufacturer's recommendations.
 - e. Respirators shall be stored in a dry place and in such a manner that the face piece and exhalation valves are not distorted.
 - f. Organic solvents shall not be used for washing of respirators.
 8. Authorized visitors shall be provided with suitable respirators and instruction on the proper use of respirators whenever entering the work area. Fit testing shall be done to ensure proper fit of respirator.
- B. The minimum respiratory requirements for this project are as follows:
1. Half-mask or full face air-purifying respirators with HEPA filters shall be worn during the preparation of the work area, performance of repairs (e.g. using glovebag techniques), during removal techniques and final cleanup

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procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.

2. Full face piece powered air-purifying respirators (PAPR) equipped with HEPA filters shall be worn during the removal, encapsulation, enclosure, repair and/or other disturbance of friable ACM whenever airborne fiber concentrations inside the work areas are equal to or greater than 0.1 f/cc and less than 2.0 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air-purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. Any type C supplied-air respirator operated in continuous flow may be substituted for a powered air-purifying respirator.
3. Full face piece type C supplied-air respirators operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are equal to or greater than 10.0 f/cc.
4. Full face piece type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are equal to or greater than 2.0 f/cc and less than 10.0 f/cc.
5. Use of single use dust respirators is prohibited for the above respiratory program.

4.2 Additional Personal Protective Equipment

- A. The Contractor shall provide to all workers, foremen, superintendents and authorized visitors and inspectors, protective disposable clothing consisting of full body coveralls and head covers.
- B. The Contractor shall provide eye protection (contact lenses shall not be worn and spectacle kits which fit each personal respirator shall be issued), hard hats and safety shoes as required by job conditions and safety regulations. Safety shoes and hard hats shall be approved in accordance with ANSI Z89.1 1969 and ANSI Z41.1 1967.
- C. Reusable footwear, hard hats and eye protection shall be left in the "Contaminated Equipment Room" until the end of the asbestos abatement work.
- D. All disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits the work area to the outside area through the decontamination facilities.

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- E. If it is absolutely necessary that non-disposable clothing be worn for the asbestos project, laundering services shall be conducted in accordance with 29 CFR 1926.58.

Section 5.0 Containment and Preparation

5.1 Containment Construction

- A. For each work area the Contractor shall provide decon facilities located in a location agreed upon by the Owner(s)/Client.
- B. The DES for workers and authorized visitors shall consist of three rooms equipped with three air locks as follows: 1) clean room at entrance and air lock, 2) shower room at center and airlock, and 3) equipment room/decon room leading to the work area and airlock. Remote DES may be necessary in certain situations. The use of a remote DES shall be discussed in the work plan.
- C. The Contractor shall provide or post the following in the clean room:
 - 1. A copy of the (US EPA) Regulations for Asbestos, 40 CFR 61 Sub Parts A and M and a copy of OSHA Asbestos Regulations, 29 CFR 1926.5.
 - 2. A list of telephone numbers for local hospitals, location of hospitals and/or emergency squad, local fire department, the Owner(s) and the applicable regulatory agencies.
 - 3. A copy of all Material Safety Data Sheets (MSDS) for hazardous chemicals used during the asbestos project.
 - 4. Provide lockers or pegs for storage of workers' street clothes in the clean room. Provide in the same room uncontaminated disposable protective clothing and equipment. The clean room shall be used to change from street clothes into disposable protective clothing prior to entering into the contaminated area. Additionally, the clean room shall be used to dress into street clothing after they have showered and dried in the shower room as they exit from the contaminated area.
- E. Provide shower facilities with hot and cold water arranged to provide complete showering of workers and visitors as they exit contaminated areas. Provisions shall be made to prevent contaminated water run-off from the shower room. The shower room facilities and size shall be adequate to allow decontamination and thorough washing of all workers and authorized visitors within the 15 minutes escape time allowed in the event of air compression failure.
 - 1. There shall be one shower per six full-shift abatement personnel calculated on the basis of the largest shift.
- F. Provide the equipment room with storage for contaminated clothing and equipment. In this room, workers and authorized visitors shall dispose of their protective clothing except the respirator, as they prepare to enter the shower room.

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- G. The asbestos contaminated equipment wash and wipe room shall be equipped with the facilities to wash and wash the hand tools and other equipment used inside the work space prior to removing them from the job site. Provisions must be made to prevent any contaminated water run-off from the wash and wipe room.
- H. All asbestos contaminated water shall be filtered or treated as asbestos containing waste. The water shall be drained, collected and filtered through a system with at least 5.0 micron particle size collection capability. A system containing a series of several filters with progressively small pore sizes shall be used to avoid rapid clogging of the filtration system by large particles. Filtered wastewater shall be discharged into a sanitary sewer. Used filters shall be disposed of as asbestos containing waste.

5.2 Waste Loadout Requirements

- A. Asbestos contaminated waste that has been containerized shall be transported out of the work area through a designated area established in the contractor's work plan.
- B. Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
- C. The inside team, wearing appropriate protective clothing and respirators shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components). Using HEPA vacuums and wet wiping techniques, they shall transport the containers into the waste container pass-out air lock. No worker from the inside team shall further exit the work area.
- D. The outside team, wearing protective clothing and appropriately assigned respirators, may enter the structure from outside, within the load out area, enclose the containers in clean, labeled, 6-mil polyethylene bags or sheeting as the items' physical characteristics demand, and remove them from the air lock to the outside. No worker from the outside team shall further enter the work area through this air lock, which shall be secured to prevent unauthorized entry.

5.3 Engineering Controls

- A. The Contractor shall maintain the entire structure and surrounding areas as a regulated area throughout the project.
- B. If samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels, work shall immediately stop for inspection and procedures review. Cleanup of surfaces outside of the work area, using HEPA vacuums or wet cleaning techniques, may be necessary.

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- C. Disposal shall be at an approved landfill, transfer at a licensed transfer station and a manifest form will be signed by the landfill owner documenting receipt and acceptance of the ACW.
 - D. All materials subject to damage shall be stored off of the ground, away from wet or damp surfaces, and under a protective cover to prevent damage or contamination.
 - E. Airtight and watertight containers shall be provided to receive and retain any asbestos-containing or contaminated materials for storage until disposal at a disposal site. The containers shall be labeled in accordance with OSHA Regulations 29 CFR 1926.58. Containers (dumpsters) are to be locked between shifts.
 - F. Adequate HEPA filter equipped ventilation units, including HEPA filter replacements, shall be provided by the contractor.
 - G. The contractor shall provide tools, respirators, and filter replacements necessary.
 - H. The Contractor shall provide the necessary water filtration units to filter wastewater through a 0.5 micron final filter.
 - I. The Contractor shall have available ladders and/or scaffolds of sufficient dimension and quantity so that all work surfaces can be easily and safely reached by inspectors. Scaffold joints and ends shall be sealed with tape to prevent incursion of asbestos fibers. Scaffolding shall comply with the OSHA requirements.
- 5.4 Preparation
- A. General
 - 1. Critical Barriers: All asbestos abatement work involving friable ACM and nonfriable ACM shall require the installation of critical barriers at all penetrations to the work area.
 - 2. All electrical equipment used by Contractor in the work area must be protected by GFI circuits. The electrical supply to the work area must be located outside the containment, where feasible.

Section 6.0 Removal

6.1 Materials

- A. Contractor must furnish all labor, materials, equipment, and subcontractors necessary for removal and disposal of ACM in a manner consistent with these specifications. These materials include but are not limited to:
 - 1. Fire-retardant polyethylene sheeting (6 mil minimum thickness)
 - 2. Staples, nails, and tape capable of sealing joints and securing polyethylene to all necessary surfaces
 - 3. Surfactant mixed in recommended proportions

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4. Containers to receive and retain ACM with appropriate labels
5. Warning signs and labels
6. Glove bags
7. Encapsulants
8. Other Materials: All necessary materials for removal and disposal of asbestos in compliance with all applicable codes and regulations, and these specifications.

6.2 Equipment

- A. Provide suitable tools for asbestos removal, including but not limited to scrapers, brushes, razor knives, wrenches, tools for constructing containment and decontamination units, brooms, carts, and safety equipment.
- B. Provide suitable air moving and exhaust equipment, including but not limited to:
 1. A method for maintaining pressure differential of 0.02 inches of water column inside decon from outside.
 2. HEPA-filtered vacuums
 3. Recording manometers for monitoring the pressure inside decon relative to outside
- C. No equipment shall cause suspension of ACM within work area or discharge of asbestos fibers outside of work area.

6.3 Asbestos Removal

This section is intended to be used as a general specification for asbestos removal in work area for any particular asbestos abatement project for Owner. Consult the Scope of Work for each individual project for more specific asbestos removal requirements.

- A. Asbestos Removal, Friable Materials
 1. Prepare site as per section 5.4. I
 - 2.. Spray asbestos material with amended water using spray equipment capable of providing a water application to reduce the release of fibers. Saturate friable material sufficiently to wet the debris and prevent ALL visible emissions.
 3. Spray the asbestos material repeatedly during removal process to maintain wet condition and minimize asbestos fiber dispersion. The spraying must not be used as a technique to remove or dislodge ACM.
 4. Remove saturated asbestos material in small sections. As it is removed pack the material in sealable 6 mil polyethylene bags and place in appropriately labeled (29 CFR 1926.1101(k)(8)(iii)) container for transport. Material must be placed in containers in a prompt manner consistent with 29 CFR 1926.1101(g)(1)(iii).
 5. Waste Load-out Procedure

DIVISION 2

SECTION 20100 ASBESTOS ABATEMENT

- a. Seal bags or containers. Clean external surfaces of containers thoroughly by wet cleaning in the designated part of work area that is part of equipment decontamination unit.
 - b. Move containers to dirty transport staging area, wet-clean each container thoroughly, and move to a clean transport staging area pending removal from the property. All waste water from these activities must be collected and filtered.
 - c. When disposal bags are used, the bagged material must be placed within a second bag in equipment decontamination unit. The second, outer bag must be labeled with all applicable warnings, including D.O.T. labeling.
 - d. When larger pieces of material are to be disposed of, the material must be wrapped in 2 layers of fire-retardant polyethylene sheeting and properly labeled in equipment decontamination unit.
6. Secondary Removal
- a. After completion of gross removal work, all surfaces from which asbestos has been removed must be wet-brushed with a wire brush and/or wet-cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned must be kept wet.
 - b. Consultant will individually approve each area of encapsulation verbally or in writing prior to commencement of encapsulation.
 - c. Encapsulant usage is not necessary for this project.

6.4 Final Cleaning

A. Cleanup

1. Remove visible accumulations of asbestos material and debris. Wet-clean all surfaces within work area.
2. Sealed containers and all equipment in use in work area must be included in the cleanup and must be removed from work area via equipment decontamination unit, at an appropriate time in the cleaning sequence.

6.5 Inspections after Removal

A. Inspections after Removal (see also Section 8.3)

1. If Consultant finds visible accumulations of asbestos debris in work area after the completion of the visual inspection, Contractor shall repeat wet-cleaning until work area is in compliance, at Contractor's expense.
2. When an inspection by Consultant in the presence of Contractor determines that the area is free of accumulations of dust and visible asbestos debris and the final air clearance has been met, decontamination unit shall be removed, the area thoroughly wet-cleaned, and materials from equipment room and shower room disposed of as contaminated waste.

DIVISION 2

SECTION 20100 ASBESTOS ABATEMENT

3. A final inspection will be carried out by Consultant in the presence of Contractor to ensure that no dust or debris remains on surfaces as a result of dismantling operations.

6.6 Special Removal Procedures

- A. Reserved

Section 7.0 Waste Disposal

7.1 Waste Containers and Labeling

- A. Disposal

1. Preparation and Security of Waste Holding Areas
 - a. Prepare enclosed transport vehicles and/or enclosed dumpsters with at least 2 layers of 6 mil fire-retardant polyethylene sheeting.
 - b. Secure transport vehicles and dumpsters with padlocks. Dumpsters and waste transport vehicles must be locked at all times while engaged in asbestos disposal on Owner's property, except when waste materials are being loaded into these items.
2. Storage and Disposal of Containers
 - a. Containers of ACM shall not be stored in uncontaminated areas, but must be moved directly from work area to an enclosed dumpster in enclosed carts.
 - b. ACM must be disposed of at the selected and approved disposal site in accordance with requirements of all applicable disposal authorities.
 - c. Disposal documents and receipts must be submitted to Consultant as part of the close-out documentation.
 - d. The contractor must disclose the intended use of a dumpster on site as part of the work plan.

- B. Discharge of Waste Water

1. All waste water must be filtered through a medium that is capable of removing all suspended particles of a diameter greater than or equal to 5 microns.
2. All filtered waste water must be discharged into public sanitary sewer systems. Discharge of filtered water onto surface soil, asphalt, concrete, or any other porous surface shall not be permitted.

Section 8.0 Consultant Project Oversight

8.1 Project Air Monitoring

- A. Prior to the commencement of large project abatement activities the work area may be pre-tested to determine ambient airborne asbestos levels. Representative

DIVISION 2

SECTION 20100 ASBESTOS ABATEMENT

samples, determined by the Consultant, inside the work area and outside the work area shall be collected throughout the proposed work area during normal occupancy activities and circumstances.

- B. The following is an example of air samples that may be collected on a daily basis at a large project work site:
 - 1. One sample from each side of the structure within 10 feet of isolation barriers.
 - 2. One sample inside the uncontaminated entrances of each worker and waste decontamination unit, or representative samples at the discretion of the Consultant.
 - 3. It is also highly recommended that exterior samples be taken to document outside air fiber levels if conditions permit.
 - 4. Minimum volume required to be drawn on area samples should be 1,200 liters.
- C. Personal air sample results shall be considered representative of the workers inside the work area containment. Personal samples to be collected by the contractor.
- D. Air sampling equipment shall not be placed in corners or near any obstructions such as furniture or air handling systems that may unduly affect airflow.
- E. All samples shall have a chain of custody to record who collected, transported, received and analyzed samples.
- F. Air sample analysis, other than AHERA clearance samples, shall be carried out in accordance the NIOSH 7400 Method (Revised) utilizing counting Method "A".
- G. All applicable requirements for quality assurance and quality control in the laboratory must be in place in order to ensure the accuracy of the analysis results.
- H. All samples shall be read onsite in a clean area provided by the school. Sample results shall be available approximately two (2) hours following the completion of each sample. TEM results for AHERA clearances will be available by the end of the next business day, if the samples are collected prior to noon. If after noon, the results will be available two business days later.

8.2 Personnel Air Monitoring

- A. At the end of the project the Contractor shall provide complete documentation of the OSHA required monitoring of on-site personnel that was conducted during the abatement activities. This information will document the worker exposure on this particular project.
- B. The Consultant may conduct additional personnel monitoring for the purpose of verifying effective work practices. The results of the samples can be made available

DIVISION 2

SECTION 20100 ASBESTOS ABATEMENT

to the contractor upon request. This additional monitoring does not relieve the contractor of the responsibility to conduct OSHA required monitoring.

8.3 Final Clearance Monitoring

- A. Sampling should commence a minimum of one (1) day after the area is completely free of visible dust and debris, as documented during a visual inspection by the consultant.
- B. Samples shall be collected in a random fashion inside the work area. The equipment shall be placed so as to obtain a representative sample of the entire work area. AHERA clearance sampling shall be conducted according to AHERA regulations.
- C. Aggressive sampling procedures shall be used within the work area where required. Forced air equipment and fans shall be utilized for this purpose, according to the applicable regulations.
- D. Final air clearance samples shall require the collection of a minimum volume of 1,200 liters.
- E. Any homogenous work area under 160 sq. ft. that does not meet the clearance criteria of 0.01 fibers per cubic centimeter (f/cc), or pre-abatement levels, shall be thoroughly re-cleaned using wet methods, with negative pressure ventilation systems in operation. Upon completing new samples shall be collected in the manner prescribed above. This process shall be repeated until the work site passes the test. The same goes for work areas 160 sq. ft. or greater, if the results of the samples don't meet the AHERA clearance criteria of 70 structures/mm².
- F. The release criterion shall be applied to each work area independently.
- G. After final inspections and final air testing are complete and the results known, Consultant will advise Contractor of the test results. When a work area fails either the inspection or the final air testing, the area must be re-cleaned, re-inspected and re-tested. The sequence of re-cleaning and re-testing shall continue until the area passes the inspection and the final air test. When work area has passed final air test, Contractor will be informed immediately.

8.4 Close-out Documentation

- A. After final inspections and final air testing are complete and the results known, the Contractor is to provide all close-out documentation to the Consultant within 15 days of the final day on site.

- END OF SECTION -

APPENDIX A

Asbestos Abatement Drawings

AC Floor Tile and AC Mastic - 8,505 sq. ft. (Approx. 975 sq. ft. on wood)

Note: ACM not included in the scope of work is present in areas adjacent to the work areas.
Only ACM included in the scope of work for abatement is depicted on this drawing.

Notes - Abatement

- (A) Concrete substrate
- (B) Wood substrate

Notes - General

1. Drawing not to scale
2. Abatement contractor to coordinate all work with the district
3. All demolition required to perform the abatement, as outlined in this scope, shall be performed by the abatement contractor
4. Abatement contractor is responsible for all costs for the repair of damage that results from the abatement activities
5. Contractor to assume all asbestos-containing floor tile will become friable during abatement
6. All substrates shall be returned to the district serviceable to the next trade following abatement
7. All building components adjacent to the work areas shall be protected by the abatement contractor
8. Any remaining exposed pipe insulation at penetrations through walls/ceilings/floors shall be encapsulated with an impact-resistant, elastomeric product
9. All fixed cabinets and other fixtures are to remain in place. Contractor to abate up to the edge of the fixtures to a clean edge.
10. Cove base to be removed, and cove base adhesive will be treated as asbestos-containing. Surfaces will be scrapped smooth and loose material removed to prepare for the application of new cove base. Wood base shall be removed and saved for reinstallation.
11. Leveling compounds may exist under flooring materials throughout the building. Any leveling compound found under the work areas shall be considered asbestos-containing and removed.

Notes:

This is a design drawing and is the property of G2 Consultants, Inc. It is not intended to replace required architectural or engineering plans. This drawing is not to be used for any other project without the written consent of G2 Consultants, Inc.

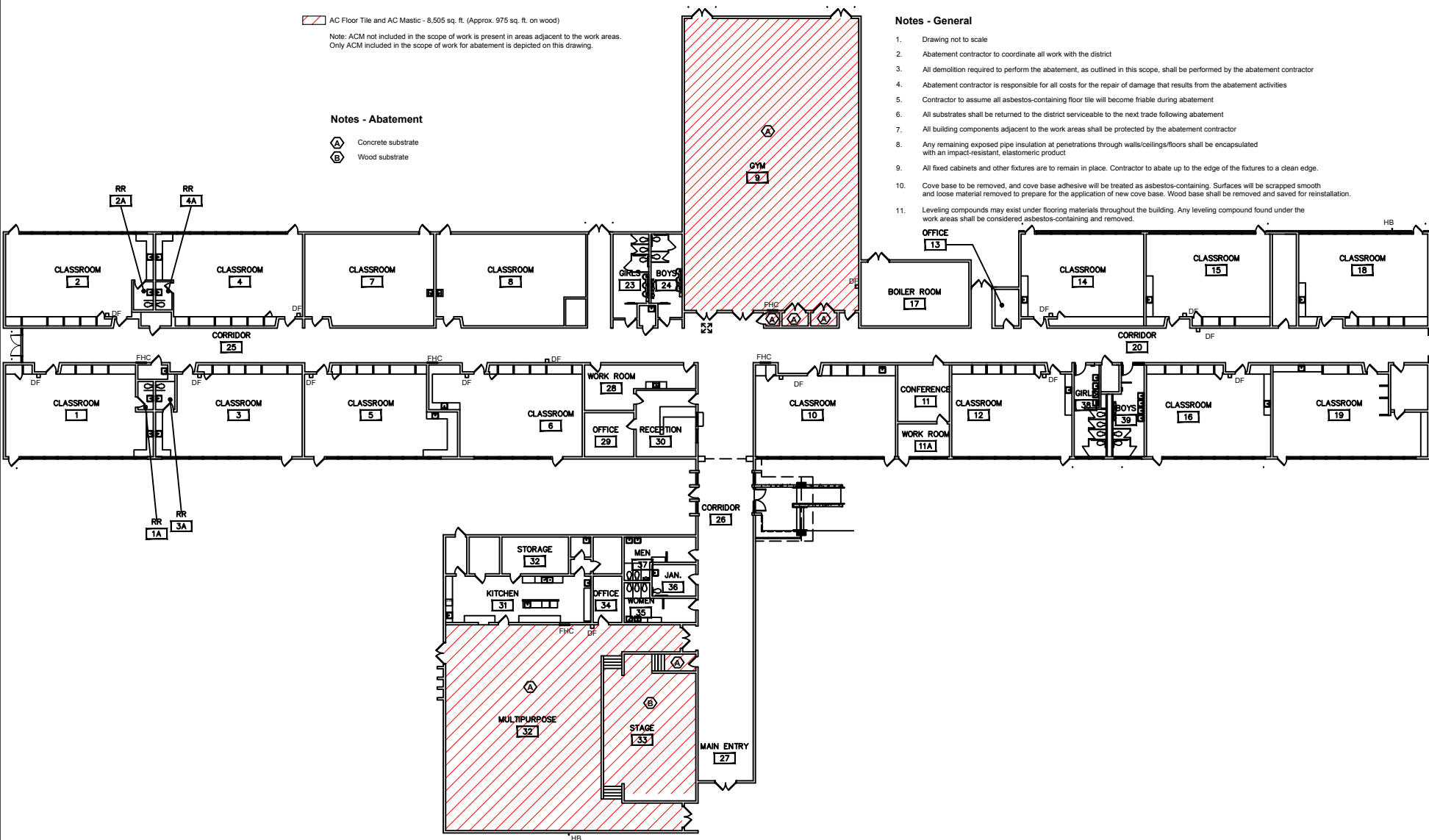
Client: Greater Albany Schools SD
Project: Liberty Elementary School
Location: 2345 SW Liberty Street
Albany, OR 97321
G2 Project #: 21-3953L

Liberty Elementary School
Albany, OR
ACM Abatement Locations

g²
consultants
10869 SW 65th Avenue #15
Lake Oswego, OR 97035
888.998.g2o
888.887.6422 fax
www.g2o.com

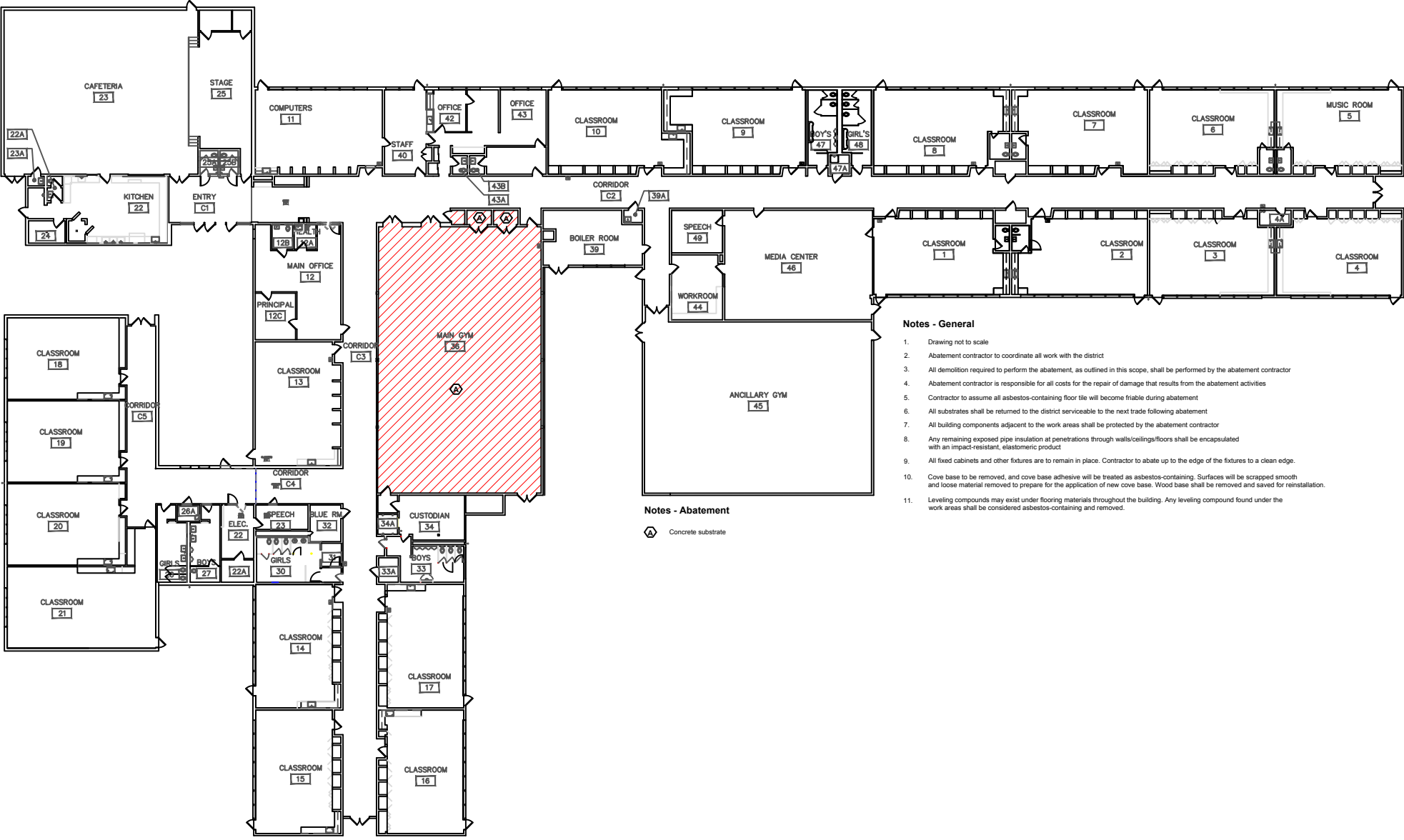


Date: 2-16-2021
Drawn By: DKR
Page #: 1/3



AC Floor Tile and AC Mastic - 4,385 sq. ft.

Notes: ACM not included in the scope of work is present in areas adjacent to the work areas. Only ACM included in the scope of work for abatement is depicted on this drawing.



Notes - General

1. Drawing not to scale
2. Abatement contractor to coordinate all work with the district
3. All demolition required to perform the abatement, as outlined in this scope, shall be performed by the abatement contractor
4. Abatement contractor is responsible for all costs for the repair of damage that results from the abatement activities
5. Contractor to assume all asbestos-containing floor tile will become friable during abatement
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11. Leveling compounds may exist under flooring materials throughout the building. Any leveling compound found under the work areas shall be considered asbestos-containing and removed.

Notes - Abatement

- Concrete substrate

Notes:

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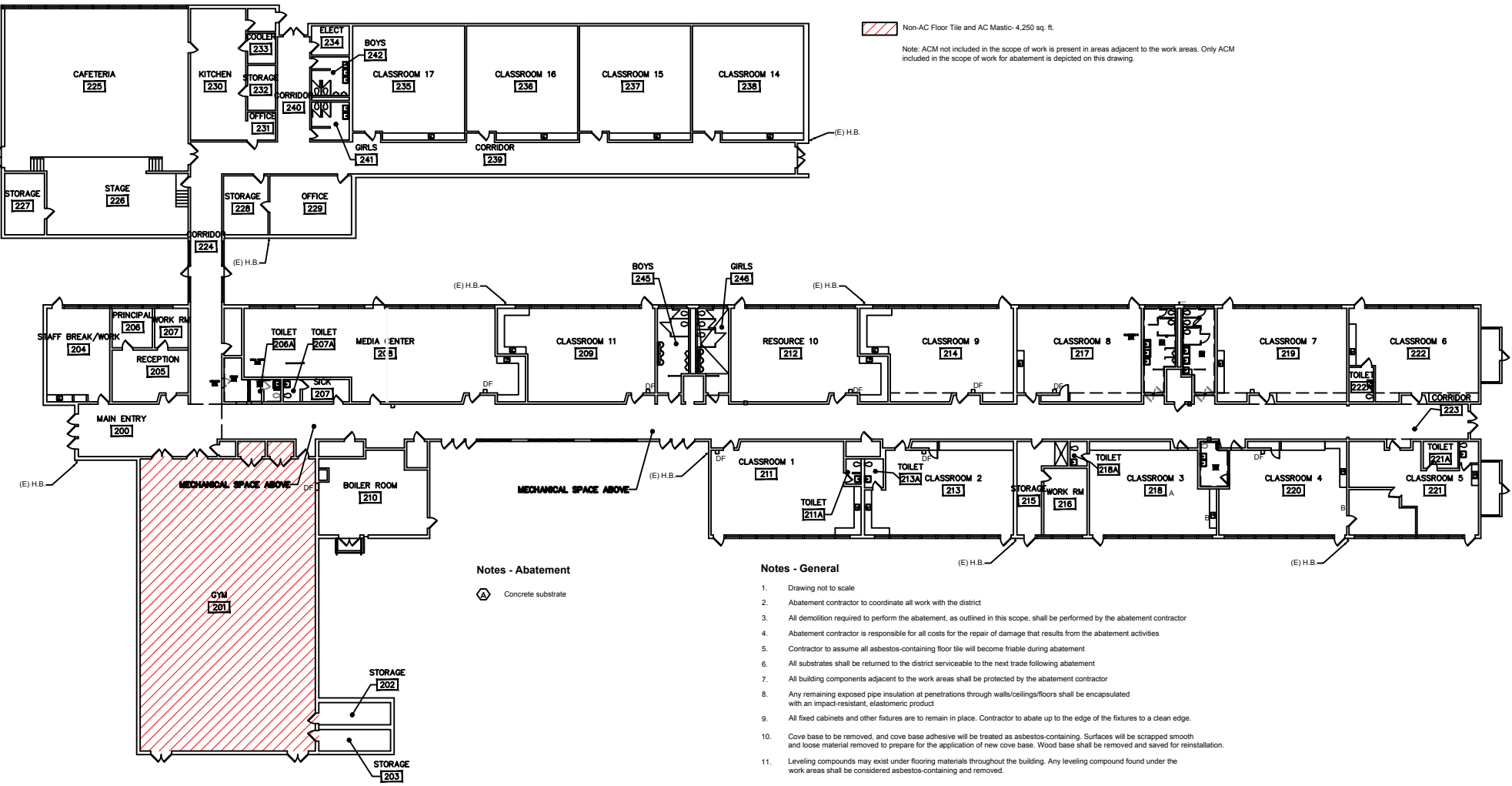
Client: Greater Albany Schools SD
Project: Sunrise Elementary School
Location: 730 SE 19th Ave.
Albany, OR 97322
G2 Project #: 21-3953S

Sunrise Elementary School
Albany, OR
ACM Abatement Locations

g²
consultants
10869 SW 65th Avenue #15
Lake Oswego, OR 97035
888.998.g2o
888.887.6422 fax
www.g2co.com



Date: 2-16-2021
Drawn By: DKR
Page #: 2/3



Non-AC Floor Tile and AC Mastic- 4,250 sq. ft.

Note: ACM not included in the scope of work is present in areas adjacent to the work areas. Only ACM included in the scope of work for abatement is depicted on this drawing.

Notes - Abatement

Concrete substrate

Notes - General

1. Drawing not to scale
2. Abatement contractor to coordinate all work with the district
3. All demolition required to perform the abatement, as outlined in this scope, shall be performed by the abatement contractor
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11. Leveling compounds may exist under flooring materials throughout the building. Any leveling compound found under the work areas shall be considered asbestos-containing and removed.


Notes:

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Client: Greater Albany Schools SD
Project: Waverly Elementary School
Location: 425 SE Columbus St. Albany, OR 97321
G2 Project #: 21-3953W

Waverly Elementary School
Albany, OR
ACM Abatement Locations


consultants
16869 SW 65th Avenue #15
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Report North
Date: 2-16-2021
Drawn By: DKR
Page #: 3/3

Attachment A

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2021





VAL HOYLE
Labor Commissioner

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 1, 2021.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. These rates are determined using data collected from a statewide construction industry survey of occupations and crafts performing commercial building and heavy and highway construction in 14 geographic regions of the state.

Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, FREE informational seminars and webinars for contractors and public agencies. Contact us at pwremail@boli.state.or.us or (971) 673-0838.

A handwritten signature in black ink that reads "Val Hoyle".

Val Hoyle
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential Oregon public works projects. Rates are published each year in January and July, with updates generally in April and October.

A separate document, [*Definitions of Covered Occupations for Public Works Contracts in Oregon*](#), provides occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at www.oregon.gov/boli, as well as additional information and supporting documents and forms.

Please contact us at pwremail@boli.state.or.us or (971) 673-0839, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates

To receive email updates when rates are amended or to request copies of the PWR rate book, definitions book, or PWR law handbook, please email us at pwremail@boli.state.or.us.



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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 may be found in the back of this booklet. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

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

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon. Additional copies of this booklet are available at cost, plus postage.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

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

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

WORK SCHEDULE

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

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

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

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

PUBLIC WORKS BONDS

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

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

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

Exemptions:

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

Prevailing Wage Survey Wage Rate Appeal Process

1. To challenge or appeal a survey rate determination, you must submit a request in writing to the Labor Commissioner. You can send this to pwremail@boli.state.or.us.
2. The appeal should include:
 - a complete description of the issue, including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - recommendations for how the rate could be more accurately determined
3. The written appeal will be reviewed by the Wage and Hour Division, which will recommend to the Labor Commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
4. The Labor Commissioner will review the division's recommendation and either approve, disapprove or modify the recommendation. The Prevailing Wage Advisory Committee may be consulted in some matters as deemed appropriate.
5. The requesting party will be notified of the Labor Commissioner's decision.

PREVAILING WAGE RATES

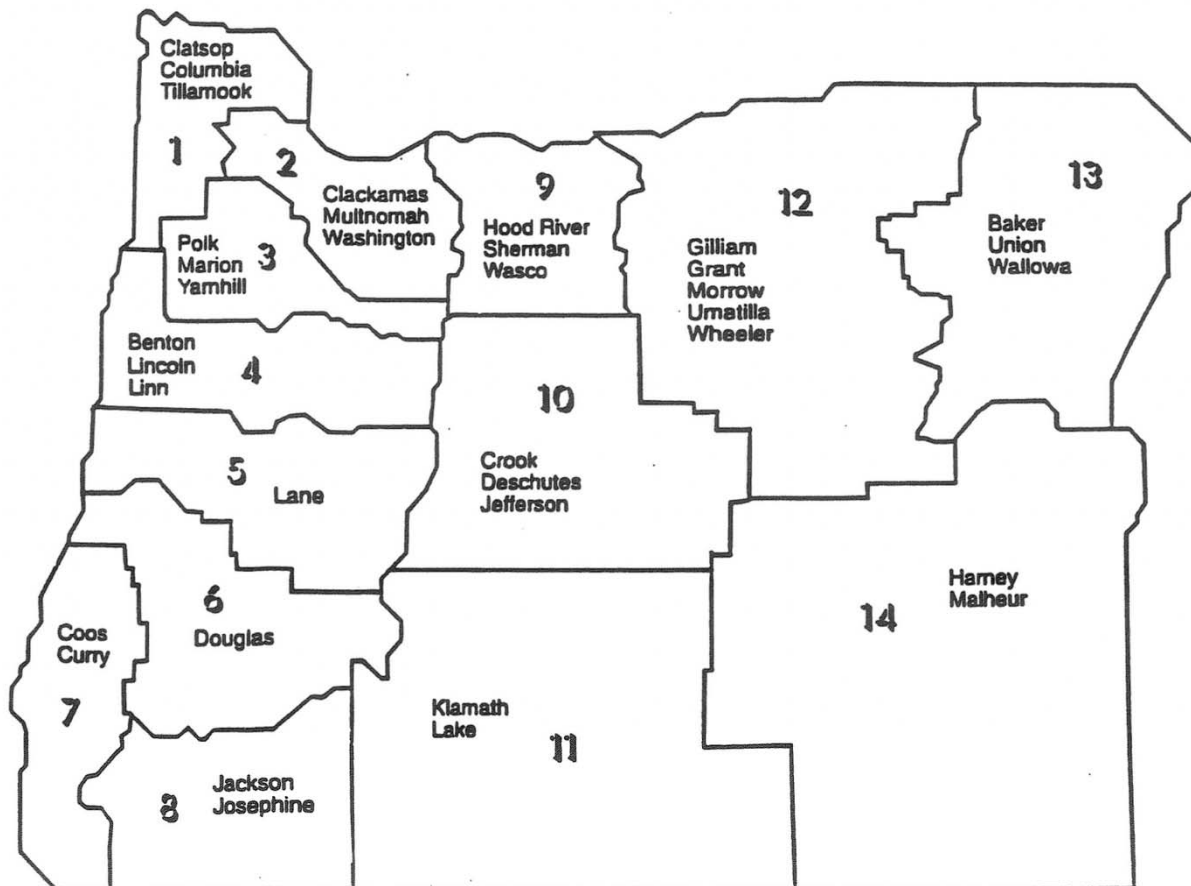
FINDING THE CORRECT PREVAILING WAGE RATE

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

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

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

Use this map to determine the region for your project:



Determine the duties that are being performed by each worker

Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at <https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx>.

If you have any questions about work classifications, contact the Bureau of Labor & Industries at pwemail@boli.state.or.us or (971) 673-0839.

Find the correct rate in this rate book

1. Look up the region page
2. Find the correct occupation
3. Use the rate listed (see below for more information)

Is there a rate listed next to the occupation?

If so, that is the prevailing wage rate for this region and occupation. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker.

If the book directs you to "See Appendix," go to the back of the book and use the rate listed in the Appendix pages. It may include a group number, shift differential, hazard pay and/or zone pay which are added to the hourly base rate.

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, contact the Bureau of Labor & Industries at (971) 673-0839 or pwremail@boli.state.or.us for the applicable hourly fringe rate.

For specific information or questions regarding the prevailing wage law, you may obtain a "Prevailing Wage Rate Laws" handbook by contacting us. An order form is also available in the back of this booklet.

We are happy to help you. More information is available on our website, <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>. You are welcome to contact us at pwremail@boli.state.or.us or (971) 673-0839.

REGION #1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See 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)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION # 1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$24.64	\$5.91

REGION #2
Clackamas, Multnomah and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See 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)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	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

REGION #2
Clackamas, Multnomah, and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$24.64	\$5.91

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See 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)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	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

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$37.92	\$16.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	\$50.16	\$38.26
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Labor Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$51.43	\$20.25
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	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

REGION #4
Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	<u>See Appendix</u>	<u>See Appendix</u>
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$24.64	\$5.91

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See 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)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$42.22	\$14.33
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper	\$34.13	\$14.58
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Material Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$51.43	\$20.25
Marble Setter	\$37.17	\$17.25
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	\$47.40	\$27.17
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

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper	\$34.13	\$14.58
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	\$37.17	\$17.25
Millwright	\$31.56	\$11.74
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	<u>See Appendix</u>	<u>See Appendix</u>
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$24.64	\$5.91

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$37.63	\$18.43
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$32.88	\$13.06
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper	\$34.13	\$14.58
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$31.56	\$11.74
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #8
Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	\$37.92	\$16.17
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	\$25.65	\$14.40
Truck Driver – All Groups	\$24.64	\$5.91

REGION #9

Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See 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)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #9

Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	\$50.16	\$38.26
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$38.53	\$20.11
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	See Appendix	See Appendix
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$31.56	\$11.74
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #10
Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	<u>See Appendix</u>	<u>See Appendix</u>
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	<u>See Appendix</u>	<u>See Appendix</u>
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	\$25.65	\$14.40
Truck Driver – All Groups	\$24.64	\$5.91

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY 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	\$38.22	\$15.60
Carpenter Group 1 & 2	\$32.88	\$13.06
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper	\$34.13	\$14.58
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	\$47.40	\$27.17
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

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	\$37.92	\$16.17
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #12

Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

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

OCCUPATION	BASIC HOURLY 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 (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	\$50.16	\$38.26
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$38.53	\$20.11
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	See Appendix	See Appendix
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #12
Gilliam, Grant, Morrow, Umatilla and Wheeler Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	<u>See Appendix</u>	<u>See Appendix</u>
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	<u>See Appendix</u>	<u>See Appendix</u>
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	<u>See Appendix</u>	<u>See Appendix</u>
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	<u>See Appendix</u>	<u>See Appendix</u>
Truck Driver – All Groups	\$24.64	\$5.91

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$38.43	\$23.09
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$38.22	\$15.60
Carpenter Group 1 & 2	\$32.88	\$13.06
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	\$45.69	\$18.34
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$35.94	\$23.35
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	\$51.43	\$20.25
Marble Setter	See Appendix	See Appendix
Millwright (See Carpenter Group 3)	See Appendix	See Appendix
Painter	\$24.06	\$8.78
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #13
Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	\$39.57	\$20.00
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$37.63	\$18.43
Bridge and Highway Carpenter	\$38.22	\$15.60
Carpenter Group 1 & 2	\$32.88	\$13.06
Cement Mason	\$30.21	\$13.18
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$37.41	\$16.91
Drywall Taper	\$34.13	\$14.58
Electrician	\$45.69	\$18.34
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$28.24	\$11.01
Fence Erector (Metal)	\$22.10	\$4.13
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$38.53	\$20.11
Hazardous Materials Handler/Mechanic	\$21.83	\$9.48
Highway and Parking Striper	See Appendix	See Appendix
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
Landscape Laborer/Technician	\$19.92	\$4.96
Limited Energy Electrician	\$31.64	\$10.26
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$31.56	\$11.74
Painter	\$24.06	\$8.78
Piledriver	\$41.20	\$16.90
Plasterer and Stucco Mason	\$30.51	\$17.22
Plumber/Pipefitter/Steamfitter	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

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$29.11	\$11.91
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$27.28	\$11.29
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$31.54	\$11.80
Tender to Plasterer and Stucco Mason	\$26.12	\$12.29
Testing, Adjusting, and Balancing (TAB) Technician	\$37.29	\$14.60
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$31.85	\$19.33
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$24.64	\$5.91

APPENDIX

JANUARY 1, 2021

Collectively Bargained Rates

(To be used only when referred to in the Regions pages 6-33)

JANUARY 1, 2021 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section.

Rates in this section may include premium pay such as shift differential, hazard pay and/or a zone pay differential, which is added to the hourly base rate.

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

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter	38
Cement Mason	39
Diver	39
Diver Tender	39
Dredger	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40
Drywall Taper (See Painter & Drywall Taper)	45
Electrician	41
Elevator Constructor, Installer and Mechanic	43
Glazier	43
Hazardous Materials Handler	43
Highway/Parking Striper	43
Ironworker	43
Laborer	43
Limited Energy Electrician	44
Line Constructor	45
Marble Setter	45
Millwright Group 1 (See Carpenter Group 3)	38
Painter & Drywall Taper	45
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason	45
Plumber/Pipefitter/Steamfitter	46
Power Equipment Operator	46
Roofer	48
Sheet Metal Worker	48
Soft Floor Layer	49
Sprinkler Fitter	49
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	49
Tender to Plasterer and Stucco Mason	49
Testing and Balancing (TAB) Technician	50
Tilesetter/Terrazzo Worker: Hard Tilesetter	50
Tile, Terrazzo, and Marble Finisher	50
Truck Driver	50
MAP: Power Equipment Operator, Zone 1	51

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ASBESTOS WORKER/INSULATOR

52.77 22.67

Firestop Containment **37.73 15.84**

BOILERMAKER **38.51 30.29**

BRICKLAYER/STONEMASON

41.20 21.12

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

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

CARPENTER

Zone A (Base Rate)

Group 1	41.75	18.30
Group 2	41.91	18.30
Group 3	43.26	18.30
Group 4	Eliminated	
Group 5	42.31	18.30
Group 6	42.87	18.30

Zone Differential for Carpenters
(Add to Zone A Base Rate)

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

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.

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

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

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

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

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

Zone G: More than 100 miles.

CARPENTER (continued)

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	La Grande	Portland	
Coos Bay	Lakeview	Port Orford	
Eugene	Longview	Reedsport	

Group 3
(Millwright)

Zones for Group 3 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 listed for the appropriate group shown, whichever is closer

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

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 listed for the appropriate group shown, whichever is closer

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) 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).

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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CARPENTER (continued)

Welders shall receive a 5% premium per hour over their group's journeyman wage rate, with an eight (8) hour minimum.

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")

Base Rate

Group 1	35.52	21.42
Group 2	36.29	21.42
Group 3	36.29	21.42
Group 4	37.05	21.42

Zone Differential for Cement Mason

(Add to Basic Hourly Rate)

Zone A	3.00 per hour
Zone B	5.00 per hour
Zone C	10.00 per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below.

Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.

Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

Reference Cities for Zones A-C (Cement Mason)

Bend	Medford	Salem
Corvallis	Pendleton	The Dalles
Eugene	Portland	Vancouver

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

CEMENT MASON (continued)

"Contractor's place of business" shall include not only contractor's principal place of business but also contractor's area office(s) that support contractor's operations in a geographical region. Such area office(s) shall not include project offices(s) established for the duration of a particular project.

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

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	91.14	18.30
DIVER TENDER	47.14	18.30

- 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 the nearest reference city listed below.

Zone Differential for Diver/Diver Tender

(Add to Zone 1 Base Rate)

Zone 2	1.25 per hour
Zone 3	1.70 per hour
Zone 4	2.00 per hour
Zone 5	3.00 per hour
Zone 6	5.00 per hour
Zone 7	10.00 per hour

Zone 1: Projects located within 30 miles of city hall of the reference cities listed.

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.

See References Cities on Page 40

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DIVER & DIVER TENDER (continued)

Reference Cities for Diver/Diver Tender

Bend	Medford
Eugene	North Bend
Longview	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) 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).

Diver Depth Pay:

<u>Depth of Dive</u>	<u>Daily Depth Pay</u>
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50-100 ft.	\$2.00 per foot over 50 feet
101-150 ft.	\$3.00 per foot over 100 feet
151-220 ft.	\$4.00 per foot over 150 feet
Over 220 ft.	\$5.00 per foot over 220 ft.

Depth shall be figured from the surface to the actual depth where the diving work is being performed.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled

<u>In the Enclosure</u>	<u>Daily Enclosure Pay</u>
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0 - 25ft.	N/C
25 - 300 ft.	\$1.00 per foot from the entrance
300 - 600 ft.	\$1.50 per foot beginning at 300 ft.
Over 600 ft.	\$2.00 per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	50.96	15.65
Assistant Engineer (Watch Engineer, Mechanic Machinist)	47.80	15.65
Tenderman (Boatman Attending Dredge Plant) Fireman	46.31	15.65
Fill Equipment Operator	45.14	15.65
Assistant Mate	42.44	15.65

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

Zone B	3.00 per hour
Zone C	6.00 per hour

Zone mileage based on road miles:

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

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	42.04	18.01
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	42.04	18.01

See Zone Differential on page 41

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

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

Zone mileage based on road miles:

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

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

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

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-Longview	Reedsport	Vancouver

ELECTRICIAN

Area 1

Electrician	32.71	15.92
Cable Splicer	35.98	16.12

Reference Counties Area 1

Malheur

Area 2

Electrician	48.05	22.12
Cable Splicer	50.45	22.19

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

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

ELECTRICIAN (continued)

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

Area 3

Electrician	41.63	21.20
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Reference Counties Area 3

Coos Curry	Douglas (a) Lane (a)	Lincoln
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(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31% for all hours worked.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

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

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

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

Area 4

Electrician	46.19	20.11
Cable Splicer	50.81	20.24
Lighting Maintenance/ Material Handlers	21.53	10.10

Reference Counties Area 4

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

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Shift Differential

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

Area 5

Electrician	50.35	26.78
Electrical Welder	55.39	26.93
Material Handler/ Lighting Maintenance	28.70	17.59

Reference Counties Area 5

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

(d) North Half

ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 17.3% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 31.4% for all hours worked.

Zone Pay for Area 5 Electrician and Electrical Welder

(Add to Basic Hourly Rate)

Zone mileage based on air miles:

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

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

Astoria	Seaside	Tillamook
Hood River	The Dalles	

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

Area 6

Electrician	38.49	17.74
Lighting Maintenance and Material Handlers	18.29	10.00

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

See Shift Differential on page 43

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ELECTRICIAN (continued)

Shift Differential

1 st Shift "day"	Between the hours of 8:00am and 4:30pm	8 hours pay for 8 hours work
2 nd Shift "swing"	Between the hours of 4:30pm and 1:00am	8 hours pay for 8 hours work plus 7.5% for all hours worked
3 rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	8 hours pay for 8 hours work plus 15% for all hours worked.

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

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

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	55.86	40.97
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Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
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Area 2

Mechanic	57.98	42.27
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Reference Counties Area 2

All remaining Counties

<u>GLAZIER</u>	42.10	23.62
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(Add \$1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.)

(Add \$4.00 to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.)

HAZARDOUS MATERIALS HANDLER

26.03	12.68
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HIGHWAY/PARKING STRIPER

35.87	13.50
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Shift Differential

Add \$1.85 to base rate for shifts that start between 3:00pm and 4:00am.

IRONWORKER

<u>Zone 1 (Base Rate):</u>	39.10	27.50
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Zone Differential for Ironworker
(Add to Basic Hourly Rate)

Zone 2	5.63/hr. or \$45.00 maximum per day
Zone 3	8.75/hr. or \$70.00 maximum per day
Zone 4	11.25/hr. or \$90.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.

Zone 2: More than 46 miles, but less than 60 miles.

Zone 3: More than 61 miles, but less than 100 miles.

Zone 4: More than 100 miles.

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

Reference Cities and Dispatch Center

Medford	Portland
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LABORER

Zone A (Base Rate):

Group 1	31.83	15.40
Group 2	33.01	15.40
Group 3	27.56	15.40

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.

See Zone Differential on page 44

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LABORER (continued)

Zone Differential for Laborers
(Add to Zone A Base Rate)

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	2.00 per hour
Zone E	3.00 per hour
Zone F	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

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

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

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

Zone E: More than 80 miles but less than 100 miles.

Zone F: More than 100 miles.

Reference Cities for Laborer

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

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).

LIMITED ENERGY ELECTRICIAN

Area 1 **21.00 11.41**

Reference Counties Area 1

Malheur

Area 2 **31.45 14.50**

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

LIMITED ENERGY ELECTRICIAN (continued)

Area 3 **32.16 18.24**

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

Area 4 **34.93 16.00**

Reference Counties Area 4

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

(b) That portion of Lane County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

(c) South half

Area 5 **41.55 21.95**

Reference Counties Area 5

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

(d) North Half

Area 6 **31.06 14.23**

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) That portion of Douglas County lying **east** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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LINE CONSTRUCTOR

Area 1

Group 1	60.28	22.11
Group 2	53.82	21.82
Group 3	30.65	13.72
Group 4	46.29	18.28
Group 5	40.37	16.12
Group 6	33.37	15.80
Group 7	18.68	11.22

Reference Counties Area 1

All counties except Malheur County

Area 2

Cable Splicer	54.57	17.87
Journeyman Lineman	49.41	17.36
Line Equip. Operator	41.09	16.45
Groundman	29.17	14.05

Reference County Area 2

Malheur County

MARBLE SETTER **42.20 21.12**

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	26.56	13.51
INDUSTRIAL PAINTING	28.36	13.51
BRIDGE PAINTING	34.23	13.51

(Add \$0.75 to base rate for work over 60 ft. high on swing stage, mechanical climber, spider or bucket truck for all wage classifications)

DRYWALL TAPER

Zone A (Base Rate)

40.42 17.63

PAINTER & DRYWALL TAPER (continued)

Zone Differential for Drywall Taper
(Add to Zone A Base Rate)

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

Dispatch Cities for Drywall Taper

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-Longview	Reedsport	Vancouver

Zone A: Projects located less than 61 miles of the respective city hall of the dispatch cities listed.

Zone B: Projects located 61 miles to 80 miles.

Zone C: Projects located 81 miles to 100 miles.

Zone D: Projects located 101 miles or more.

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

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

Zone A (Base Rate)

Plasterer	38.09	18.83
Swinging Scaffold	39.09	18.83
Nozzleman	40.09	18.83

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

Zone B	6.00 per hour
Zone C	9.00 per hour
Zone D	12.00 per hour

See Zone Differential mileage on page 46

OREGON DETERMINATION 2021-01					
TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

<u>Area 2</u>	52.20	32.50
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Reference Counties Area 2

Grant Morrow	Umatilla Union	Wallowa
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Zone Differential for Area 2
(Add to Base Rate)

Zone mileage based on road miles:

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

(Add \$1.00 to base rate if it is possible for worker to fall 35 ft. or more, or if required to wear a fresh-air mask or similar equipment for 1 hour minimum increments)

Area 3	47.43	32.73
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Reference Counties Area 3

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

Zone Differential for Area 1
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	48.90	15.85
Group 1A	51.06	15.85
Group 1B	53.22	15.85
Group 2	46.99	15.85
Group 3	45.84	15.85
Group 4	43.26	15.85
Group 5	42.02	15.85
Group 6	38.80	15.85

(Group 4 Tunnel Boring Machine Mechanic add \$10.00/hour hyperbaric pay)

See Zone Differential on page 47

JANUARY 1, 2021

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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POWER EQUIPMENT OPERATOR (continued)

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.

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

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

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

Shift Differential

Two-Shift Operations:

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

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

Three-Shift Operations:

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

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

Zone 2	3.00 per hour
Zone 3	6.00 per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

POWER EQUIPMENT OPERATOR (continued)

See map on page 51 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.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

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

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

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

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

OREGON DETERMINATION 2021-01

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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ROOFER

Area 1

Roofers	36.23	19.77
Handling coal tar pitch	39.85	19.77
Remove fiberglass insulation	39.85	19.77

Reference Counties Area 1

Baker	Gilliam	Multnomah	Washington
Clackamas	Grant	Sherman	Wheeler
Clatsop	Hood River	Tillamook	
Columbia	Jefferson	Wasco	

Area 2

Roofers	30.87	16.04
Handling coal tar pitch	32.87	16.04
Remove fiberglass insulation	32.37	16.04

Reference Counties Area 2

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

Area 4

Roofers	28.68	13.26
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Reference Counties Area 4

Umatilla	Union	Wallowa
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(Add \$2.25 to basic hourly rate for employees working with irritable bituminous materials)

(Add \$2.00 to basic hourly rate for employees removing fiberglass insulation)

Area 5

Roofers	28.85	13.06
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Reference County for Area 5

Morrow

(Add \$3.25 to base rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

42.30 23.13

Reference Counties Area 1

Benton	Grant	Multnomah	Washington
Clackamas	Hood River	Polk	Wheeler
Clatsop	Lincoln	Sherman	Yamhill
Columbia	Linn	Tillamook	
Gilliam	Marion	Wasco	

(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 where a worker is exposed to resins, chemicals or acid)

Area 2

28.00 19.54

Reference Counties Area 2

Baker	Malheur
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(Add \$2.21 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied)

Area 3

41.35 22.12

Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
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(Add \$1.00 to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

34.98 20.79

Reference Counties Area 4

Douglas	Lane
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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 where a worker is exposed to resins, chemicals or acid)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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SHEET METAL WORKER (continued)

Area 5 **35.30 21.81**

Reference Counties Area 5

Coos

(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 where a worker is exposed to resins, chemicals or acid)

Area 6 **29.74 19.70**

Reference Counties Area 6

Curry	Jackson	Klamath
Harney	Josephine	Lake

(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 where a worker is exposed to resins, chemicals or acid)

Area 7 **32.66 19.44**

Reference Counties Area 7

Crook	Deschutes	Jefferson
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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 where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER **31.86 19.14**

SPRINKLER FITTER

Area 1 **40.71 25.30**

Reference Counties Area 1

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

SPRINKLER FITTER (continued)

Area 2 **34.82 25.29**

Reference Counties Area 2

Baker	Grant	Morrow	Union
Gilliam	Malheur	Umatilla	Wallowa

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

34.89 15.40

(Add \$0.50 to base rate for Refractory work)

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)
34.62 15.40

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

Zone B	.85 per hour
Zone C	1.25 per hour
Zone D	1.70 per hour
Zone E	2.00 per hour
Zone F	3.00 per hour
Zone G	5.00 per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.

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

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

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

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

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

Zone G: More than 100 miles.

Reference Cities

Astoria	Coos Bay	Medford	Roseburg
Bend	Eugene	Pendleton	Salem
Corvallis	Klamath Falls	Portland	The Dalles

(Add \$0.50 to base rate for Refractory work)

TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE	TRADE	HOURLY BASE RATE	HOURLY FRINGE RATE
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TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See **SHEET METAL WORKER**

Water Distribution Systems

See **PLUMBER/PIPEFITTER/STEAMFITTER**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

35.35 19.36

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

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

26.94 14.11

(Add \$1.00 to base rate if work involves epoxy, furnane, alkor or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

26.94 14.24

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate)

Group 1	29.33	16.35
Group 2	29.46	16.35
Group 3	29.60	16.35
Group 4	29.89	16.35
Group 5	30.13	16.35
Group 6	30.31	16.35
Group 7	30.53	16.35

Zone differential for Truck Drivers
(Add to Zone A Base Rate)

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

TRUCK DRIVER (continued)

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

Reference Cities

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

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

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

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.	A1 Dumptruck Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
2.	Atila, Inc. 5305 River Road N., Ste. B Keizer, OR 97303	August 3, 2018	August 2, 2021
3.	Kimberly Bell-Eddy 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
4.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
5.	Canell's Flagging LLC 731 N Hayden Meadows Dr., Ste 107 Portland, OR 97217	November 24, 2020	November 23, 2023
6.	Angela Canell 2416 NE 11 th Avenue Portland, OR 97212 529 SE Grand #307 Portland, OR 97214	November 24, 2020	November 23, 2023
7.	Gentry Ceniga 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
8.	CJ Construction, Inc. 2969 Ferguson St NW Salem, OR 97304 846 55 th Ave, Salem, OR 97304	December 11, 2020	November 6, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
9.	Jennifer Friedman 2526 Ellen Lane NW Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 4400 Salem-Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
10.	Scott Friedman 2969 Ferguson St NW Salem, OR 97304 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
11.	G & K Masonry Inc. 20949 Knott Road Bend, OR 97702	August 14, 2018	August 13, 2021
12.	GNC Construction Services, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	July 21, 2018	July 20, 2021
13.	Eugene Graeme 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027
14.	Green Thumb Landscape and Maintenance, Inc., aka Green Thumb Landscaping, aka GT General Contracting 4400 Dallas Hwy Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
15.	Green Thumb LLC, aka Green Thumb Contracting 4400 Salem-Dallas Hwy Salem, OR 97304 4400 Shaw St NW Salem, OR 97304 PO Box 5172 Salem, OR 97304	December 11, 2020	October 10, 2023
16.	High-N-Shine Concrete Floor, Inc. 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
17.	Lisa Hoang, aka Kim Lien Hoang, aka Lien Kim Hoang, aka Kim Hope, aka Lisa K Ryan, aka Ryan Lien Hoang, aka Kim L Hoang, aka Lien Hoang Ryan, aka Lien K Hoang-Ryan, aka Hoang K Lien, aka Lisa Hall, aka Lisa Kim Ryan, aka Lien Ryan, aka Lien Hoang Ryan, aka Kim Hoang Lien, aka K Lisa Hoang 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
18.	Kim Bell Flagging, Inc. 8535 Woodard Ave SE Salem, OR 97317	January 12, 2016	January 11, 2023
19.	David P. Miller 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
20.	Sang In Nam dba Cornerstone Janitorial Services 130 NE Danbury Ave Hillsboro, OR 97124	September 20, 2016	Not to be Removed
21.	Hai T. Nguyen 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
22.	NW Flagging LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
23.	Oregon Building & Landscaping Services LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
24.	Pacific NW Drywall & Accoustics LLC aka Pacific NW Drywall & Accoustics 731 NW Naito Parkway, #215 Portland, OR 97209	June 17, 2020	Not to be Removed
25.	Phoenix Construction Group, Inc. 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
26.	Pacharee Polson 9024 Silver Star Ave Vancouver, WA 98664	February 3, 2020	February 2, 2023
27.	Portland Safety Equipment, LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
28.	R.B. Development Corporation Inc. 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
29.	Regional Traffic Management LLC 703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164 th Avenue Vancouver, WA 98684	February 24, 2020	February 23, 2027
30.	SBG Construction Services LLC 309 S. McLoughlin Blvd. Oregon City, OR 97045	August 24, 2018	August 23, 2021
31.	Irma Anita Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
32.	Norman James Starr 14634 Kasel Court NE Aurora, OR 97002	August 3, 2018	August 2, 2021
33.	Alan Tatom 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025
34.	Phillip Walker 580 Market Street NE Salem, OR 97301	July 10, 2015	July 9, 2025
35.	WCI Construction LLC 169 SE Cody Lane Madras, OR 97741	July 3, 2017	July 2, 2027

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 1, 2021**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
36.	WWJD Traffic Control, Inc. 168 Clearwater Avenue NE Salem, OR 97301	July 10, 2015	July 9, 2025

**VAL HOYLE, COMMISSIONER
BUREAU OF LABOR AND INDUSTRIES**

PREVAILING WAGE RATE FORMS

WH-38	Certified Payroll Form
WH-39	Public Works Fee Information Form
WH-40	Public Works Fee Adjustment Form
WH-81	Notice of Public Works
WH-118	Planned Public Improvement Summary
WH-119	Capital Improvement Cost Comparison Estimate



OREGON BUREAU OF LABOR & INDUSTRIES, PREVAILING WAGE RATE

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 the U.S. Department of Labor (US DOL) has not officially approved this form, 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 contractor must sign the certified statement, 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 submit it 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 number of weeks the contractor performed work on the project.

Column 1 – NAME AND ADDRESS: Write the employee's full name on each payroll submitted. The employee's address must be included 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 Oregon Bureau of Labor & Industries' (BOLI's) 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 eight (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 ten (10) in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of OR Bureau of L&I's publication, "*Prevailing Wage Rate Laws*."

Check the correct work schedule box to indicate the employee's weekly work schedule: 5/8 or 4/10. Enter the employee's regular hourly schedule for the week being reported next to the "Reg. Hrly. Schd: _____ to _____." For example: 7:00 a.m. to 4:30 p.m.

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. Enter the total number of straight time hours worked in the lower box ("ST"); enter the total number of overtime hours worked 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 project 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. Calculate this figure 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 BENEFIT 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 OR L&I's publication, "Prevailing Wage Rate Laws."

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, perform the following check:

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 OR Bureau of L&I's publication, "Prevailing Wage Rates for Public Works Contracts in Oregon."

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE OREGON BUREAU OF LABOR & 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**

PRIME CONTRACTOR ☐SUBCONTRACTOR ☐

PAYROLL NO. _____

FINAL PAYROLL ☐

Business Name (DBA): _____				Phone: () _____				CCB Registration Number: _____									
Project Name: _____				Project Number: _____				Type of Work: _____									
Street Address: _____				Project Location: _____													
Mailing Address: _____				Project County: _____													
Date Pay Period Began: _____				Date Pay Period Ended: _____													
THIS SECTION FOR PRIME CONTRACTORS ONLY								THIS SECTION FOR SUBCONTRACTORS ONLY									
Public Contracting Agency Name: _____								Subcontract Amount: _____									
Phone: () _____								Prime Contractor Business Name (DBA): _____									
Date Contract Specifications First Advertised for Bid: _____								Prime Contractor Phone: () _____									
Contract Amount: _____								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)								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	
		HOURS WORKED EACH DAY															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															
		OT															
		ST															
		Schedule: 5/8 <input type="checkbox"/> 4/10 <input type="checkbox"/> ; Reg. Hrly. Schd: _____ to _____.															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

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:

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ - 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(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - 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(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT) EXPLANATION

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.

Date: _____

I, _____, (NAME OF SIGNATORY PARTY),

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____, (CONTRACTOR, SUBCONTRACTOR OR SURETY)

on the _____, (BUILDING OR WORK) _____; that during the payroll period

commencing on the _____ day of _____, (MONTH) _____, (YEAR) _____, and ending the _____ day

of _____, (MONTH) _____, (YEAR) _____, all persons employed on said project have been paid the

full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____, (CONTRACTOR, SUBCONTRACTOR OR SURETY)

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:

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

(3) 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)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

PUBLIC AGENCIES: Please complete and mail this form to the Bureau of Labor & Industries (BOLI) at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to "Bureau of Labor and Industries." **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** BOLI may be unable to properly credit you for payment received without the following completed information.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP _____

AGENCY CONTACT PERSON: _____ **PHONE: ()** _____

PROJECT MANAGER NAME: _____ **PHONE: ()** _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ **FEE AMOUNT DUE/PAID: \$** _____

If less than \$50K, is it part of a larger project? ☐ yes ☐ no Contract amount x .001 = fee due

(Please duplicate this form for future use.)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR & INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

**USE THIS FORM FOR RECONCILIATION OF FEES UPON COMPLETION OF
PUBLIC WORKS PROJECTS**

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to the Bureau of Labor & Industries at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to "Bureau of Labor and Industries," or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE : ()** _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____
or
REFUND DUE*: _____

*Final contract fee less initial fee paid

Sample Calculation:

Final Contract Amount:	\$ 400,000.00	Final Fee Due:	\$ 400.00
Original Contract Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Project DB #: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? YES ☐ NO ☐ If yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond #: _____

☐ Copy of first-tier subcontractors attached (see NOTE above).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the Project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES ☐ NO ☐
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type **that uses \$750,000 or more of funds of a public agency**).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).

Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that a public university listed in ORS 352.002 owns**).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor & Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ - _____

(Name of State or Local Government Agency)

PAGE ____ OF ____

Project Number, if applicable	Project Name	Project Location	Estimated Total On-site Construction Costs	Work Performed by Contractor or Agency?

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record.

Use this form (WH-118) to list planned public improvements. Use form WH-119 (Public Improvement Project Cost Analysis) to report the agency's cost analysis.

Mail completed forms to: Prevailing Wage Rate Unit
Bureau of Labor & Industries
800 N.E. Oregon St., #1045
Portland, OR 97232-2180

(Name of Agency Official)

(Signature of Agency Official)



PUBLIC IMPROVEMENT PROJECT COST ANALYSIS

Contracting Agency: _____

Project Name/Number: _____

Department: _____

Estimated Construction Period: _____

ESTIMATED CONTRACTOR COSTS			
Item Description	Estimated Quantity	Unit Cost	Total Estimated Cost Per Item
TOTAL OF ALL CONTRACTOR COSTS			
\$			

ESTIMATED CONTRACTING AGENCY COSTS						
Labor	Equipment	Administration and Overhead	Tools and Materials	Cost of Any Contracts Agency Must Enter	Quality Control Testing	Any Other Necessary and Related Costs
TOTAL OF ALL PUBLIC AGENCY COSTS						
\$						

The above-named agency has determined that this project can be performed at the least cost by: _____ Agency _____ Contractor (check one)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, or before starting to construct a public improvement, each contracting agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the contracting agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list must also state whether the contracting agency intends to perform the construction through a private contractor. If the contracting agency intends to use the contracting agency's own equipment or personnel to perform construction work on a public improvement, and the estimated value of the construction work that the contracting agency intends to perform with the contracting agency's own equipment or personnel exceeds \$200,000 (or \$125,000 if the public improvement involves the resurfacing of highways, roads or streets at a depth of two or more inches), the contracting agency shall file with the commissioner not later than 180 days before construction begins on the public improvement an analysis that shows that the contracting agency's decision conforms to the state's policy that contracting agencies make every effort to construct public improvements at the least cost to the contracting agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all categories of costs described in ORS 279C.305(3)(b). The final account of the costs is a public record. Use Form WH-118 (Planned Public Improvement Summary) to list planned public improvements. Use this form (WH-119) to report the agency's cost analysis.

Mail completed forms to:

Prevailing Wage Rate Unit
Bureau of Labor & Industries
800 N.E. Oregon St., #1045
Portland, OR 97232-2180

WH-119 (Rev. 05/2020)

(Signature of Agency Official)

(Name of Agency Official)

The 2018 edition of the **Prevailing Wage Rate Laws Handbook** is now available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing Oregon BOLI Labor & Industries at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

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

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

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- ☐ Please send me the 2018 edition of the **Prevailing Wage Rate Laws Handbook**.
- ☐ Please add me to the mailing list to receive information about OR BOLI PWR seminars/webinars.
- ☐ Please add me to the e-mailing list to receive information about OR BOLI PWR seminars/webinars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

OREGON BUREAU OF LABOR & INDUSTRIES
PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

