



Allen Hall Data Center
UNIVERSITY OF OREGON
EUGENE, OREGON

**INVITATION TO BID &
INSTRUCTIONS TO BIDDERS**

March 27, 2012

LEASE CRUTCHER LEWIS, LLC (CM/GC)
TBG ARCHITECTS AND PLANNERS, INC. (Prime Architect)
YOST GRUBE HALL ARCHITECTURE (Design Architect)
GLUMAC (M-E-P & Data Center Engineer)

INVITATION TO BID

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University of Oregon
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ADVERTISEMENT FOR BID
Allen Hall Data Center
University of Oregon
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Advertisement for: **University of Oregon – Allen Hall Data Center**

Lease Crutcher Lewis, LLC, serving as the Construction Manager/General Contractor (CM/GC) for the University of Oregon is soliciting bids for the construction of the Allen Hall Data Center in Eugene, Oregon. Terms and conditions of the bid are outlined in Lease Crutcher Lewis, LLC (CM/GC) "Invitation to Bid", dated March 27, 2012, attached to and made a part of the Contract Documents.

Bids will be received at the offices of Lease Crutcher Lewis, LLC, (CM/GC), 600 SW 10th Avenue, Suite 310, Portland, Oregon 97205, until 2:00 P.M. PST, April 17, 2012 at which time the bids will be publicly opened and read aloud. Proposals shall be clearly marked "Allen Hall Data Center"

The total construction cost for both phases of the Allen Hall Data Center is projected to be approximately \$4.7 Million.

The scope of work for this bid includes: raised floors & hot isle containment, a separate mechanical system, electrical systems / data center equipment / fire alarm / telecommunications, and monitoring / controls systems for the University of Oregon Allen Hall Data Center.

A MANDATORY pre-bid conference for Mechanical and Electrical Subcontractors will be held at the Lease Crutcher Lewis project offices on the U of O campus at Allen Hall, 1020 University Street, Eugene, OR 97403 on Tuesday, April 3, at 1:00 PM. No adjacent parking is available. This meeting will be non-mandatory for other Subcontractors.

Contract Documents and the Invitation to Bid may be reviewed at the following locations: Lease Crutcher Lewis, LLC (CM/GC)/Portland, OR; Daily Journal Plan Center/Portland, OR; Eugene Builders Exchange/Eugene, OR; Willamette Valley Builders Association/Tangent, OR; Oregon Assoc. of Minority Enterprises/Portland, OR; Oregon Contractors Plan Center/Clackamas, OR; Salem Contractors Exchange/Salem, OR; S.W. Washington Contractors Assoc./Vancouver, WA

Contract Documents may be purchased (non-refundable) in its entirety or in part from Precision Images, (503) 274-2030.

All proposers must comply with the following requirements: Prevailing Wage Law, ORS 279C.800-279C.870, Licensed with Construction Contractors Board ORS 671.530. Bidder shall indicate Resident Status per ORS 279A.120. If Required, Bidders must

obtain business licenses to perform work in the City of Eugene prior to mobilizing on jobsite.

Bids will not be considered unless RECEIVED by 2:00 P.M. PST on April 17, 2012, and fully completed in the manner provided by the “Instructions to Bidders”.

“NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive order 11246)”.

Lease Crutcher Lewis, LLC (CM/GC) is committed to taking affirmative action to encourage and facilitate the participation of minority, women-owned, and emerging small business enterprises (M/W/ESBE) in State projects and encourage Subcontractors to provide similar opportunities for their subcontractors / vendors.

LEASE CRUTCHER LEWIS, LLC, (CM/GC)

Matt Baker

Publications

Daily Journal of Commerce	March 27, 29
Eugene Register Guard	March 27, 29
The Skanner	March 29

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II. INSTRUCTIONS TO ALL BIDDERS FOR ALL BID PACKAGES – ALL TRADES

Bids for the above work will be received and publicly opened at the Main Office of Lease Crutcher Lewis, LLC (herein referred to as "LEWIS" or "CM/GC") located at 600 SW 10th Avenue, Suite 310, Portland, OR 97205 at the date and time listed on the Bid Form.

1. **BID DOCUMENTS:**

- 1.1 **INSTRUCTIONS TO ALL BIDDERS**: By LEWIS – All Trades dated March 27, 2012.
- 1.2 **TRADE-SPECIFIC AMENDMENTS TO INSTRUCTIONS TO BIDDERS**: By LEWIS, dated March 27, 2012.
- 1.3 **BID FORM**: See Exhibit "A"
- 1.4 **PLANS & SPECIFICATIONS**: See Exhibit "B"
- 1.5 **SCHEDULE**: See Exhibit "C"
- 1.6 **SITE LOGISTICS PLAN**: See Exhibit "D"
- 1.7 **GEOTECHNICAL REPORT**: Exhibit "E" – *NOT USED*
- 1.8 **SUBCONTRACT**: See LEWIS' Standard Subcontract Form, Exhibit "F"
- 1.9 **PURCHASE ORDER**: See LEWIS' Standard Purchase Order Form, Exhibit "G"
- 1.10 **TRADE INTERFACE AGREEMENT**: See Exhibit "H"
- 1.11 **PREVAILING WAGE "BOLI" (2011 Rates)**: See Exhibit "I"
- 1.12 **INSURANCE**: See LEWIS' Standard Insurance Certificate, Exhibit "J". Comply with all insurance requirements.
- 1.13 **SITE SPECIFIC SAFETY PLAN**: Available for review at LEWIS main office upon request.
- 1.14 **OWNER CONTRACT**: Available for review at LEWIS main office upon request.
- 1.15 **PERFORMANCE AND PAYMENT BOND** (as required).

2. **FORM OF PROPOSAL:**

- 2.1 All bids shall be submitted on the Bid Form (*Exhibit 'A'*). Acknowledge these **Instructions to Bidders** and all **Addendum(s)** and/or **Amendment(s)** on the Bid Form. Proposals shall be valid and binding upon the bidder for sixty (60) days following the bid date. The Bid Form shall be executed in entirety and ***signed without modification*** other than reference to clarifications on a separate attachment, if required.
- 2.2 Alternates shall be valid and binding upon the bidder for ninety (90) days following the bid date.
- 2.3 Proposal shall be signed in the space indicated by a person so authorized, and his/her title or position shall be clearly indicated.
- 2.4 All other taxes incurred in connection with the performance of this work shall be paid by Subcontractor.

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3. BID DATE:

- 3.1 All sealed bids shall be received at the Main Office (600 SW 10th Avenue, Suite 310, Portland, OR 97205) of Lease Crutcher Lewis, LLC (herein referred to as "LEWIS"), on **Tuesday, April 17, 2012 at 2:00 P.M. (PST)**. Bids will be publicly opened. Faxed bids will be accepted (original bid shall be submitted by no later than 3 working days from date of bid opening). The fax number is (503) 223-2874. It is the responsibility of the bidder to be certain that LEWIS has received the bid.

4. PRE-BID CONFERENCE:

- 4.1 A **mandatory** pre-bid site meeting for Mechanical and Electrical Contractors, optional for remaining scopes, will be held on **Tuesday, April 3, 2012, at 1:00 P.M. (PST)**. A site visit is strongly encouraged for all interested bidders.
- 4.2 **LOCATION:** The pre-bid meeting will occur at Allen Hall, Lewis Project Offices, 1020 University Street, University of Oregon Campus, Eugene, OR.

5. CONTACT FOR INFORMATION:

Matt Baker, Project Manager
Telephone: (503) 223-0500
Facsimile: (503) 223-2874

6. DOCUMENT REVIEW:

- 6.1 "Invitation to Bid" complete with Plans & Specifications may be reviewed at the following locations in Oregon/Washington:

CM/GC – Portland Office

Lease Crutcher Lewis
600 SW 10th Avenue, Suite 310
Portland, OR 97205
Tel: 503.223.0500
Fax: 503.223.2874

Plan Centers

DJC Online Plan Center
Oregon Contractor Plan Center - Clackamas
Eugene Builders Exchange – Eugene
Willamette Valley Builders Assoc. – Tangent
Oregon Assoc. of Minority Enterprises – Portland
Salem Contractors Exchange - Salem
SW Washington Contractors Association - Vancouver, WA

Online

DJC Online Plan Center
Lewis FTP site (access available upon request)

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Document Purchase Procedures

Contract Documents may be purchased (non-refundable) in its entirety or in part from Precision Images, (503) 274-2030.

7. PROTESTS:

- 7.1 Any prospective bidder who responds to this bid package and claims to have been adversely affected or aggrieved by the bidding process shall have five calendar days after notification of the selected bidder to submit a written protest to: Bart D. Ricketts, Lease Crutcher Lewis, LLC (CM/GC), 600 SW 10th Avenue, Suite 310, Portland, OR 97205. This written notification is to be received by 5:00 P.M. within the identified five-calendar-day period.

8. BOND:

- 8.1 Bidders must be bondable for 100% of their base bid, plus any potential alternates.
- 8.2 **PERFORMANCE AND PAYMENT BOND:** Premiums should NOT be included in the base bid. Should a performance and payment Bond be requested for the subcontractor's scope of work the cost should be separate from the base bid.
- 8.3 **PUBLIC WORKS BOND:** All subcontractors shall have in place a Public Works Bond, as required by the Oregon Bureau of Labor and Industry (BOLI) to perform public work with certified payroll, and have documentation that said bond is filed with the Construction Contractor's Board.

9. ACCEPTANCE OF BIDS:

- 9.1 The Owner and Contractor reserves the right to waive any irregularity or informality in any bid received.
- 9.2 The Owner and Contractor reserve the right to reject any or all bids on ANY basis.

10. CLARIFICATIONS:

- 10.1 Should a Bidder find ambiguity, inconsistency or error in the Contract Documents all questions shall be directed ***in writing*** to LEWIS to the attention of Matt Baker at 600 SW 10th Avenue, Suite 310, Portland, Oregon 97205, Facsimile (503) 223-2874, or via email at matt.baker@lewisbuilds.com. All questions shall be submitted **directly to LEWIS** for the Architect and/or Subconsultants review no later than **1:00 P.M. on April 9, 2012**.
- 10.2 Only those clarifications issued in the form of **Addendum(s)** by TBG Architects, or **Amendment(s)** by LEWIS shall be valid and become a part of the Contract Documents. LEWIS, the Owner, nor the Architect will be responsible for verbal instructions or information.
- 10.3 Substitution Requests shall be submitted **to LEWIS** for the Architect and/or Subconsultants review and consideration no later than **11:00 A.M. on April 6, 2012**.
- 10.4 In the event the Bidder chooses to exclude an item of work which was included as part of his/her scope of work as described in the Specifications, the Instructions to Bidders, or any other of the bidding Documents, the Bidder agrees to accept LEWIS' evaluation of the cost of the missing item for the purpose of comparing bids.

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- 10.5 Bidders shall include all cost to accomplish the intent of the documents. In the case of conflicting information in the bid documents, which cannot be resolved prior to bid, bidders are to include the cost for the more extensive or stringent requirement or higher quality where applicable.

11. GENERAL BIDDING REQUIREMENTS:

- 11.1 **SCHEDULE:** (Reference Exhibit "C" dated **3/26/2012**.) Time is of the essence for this project. All bids shall be based on the ability to meet the schedule. Your proposal shall include specific lead time information and any other information that must be considered in order to eliminate any potential delays to the preliminary schedule. Costs of any nature resulting from subcontractor's failure to comply with the requirements of the Project Master Construction Schedule, including necessary revisions thereto, shall be charged to the subcontractor so responsible.
- 11.2 **MATERIAL ESCALATION:** Subcontractor shall be responsible for any and all material escalation costs for the duration of the project.
- 11.3 **TAXES:** Base bid shall include all applicable taxes for all items.
- 11.4 **MEETINGS:** Your base bid includes attending all applicable preconstruction, coordination, or key trade meetings as required by LEWIS.
- 11.5 **ADDENDUM(S):** There may be an Addendum(s) issued prior to bid day. It is anticipated the final addendum will be released no later than **4/11/12**.
- 11.6 **SUBSTITUTES:** All bidders shall note that it is LEWIS' intent to "pre-approve" any alternate bids prior to award. Any bidder intending to substitute an "or equal" product for a product specified under this contract's specifications must follow the substitution requirements as indicated in Division 1 of the Specifications.
- 11.7 **CONTRACT:** Contract documents, including but not limited to Construction Contract, between The Oregon Board of Higher Education and LEWIS. All contract documents are available for review at the Main Office of LEWIS. All reference to and requirements of "Contractor" or "CM/GC" in their contract documents should pertain to subcontractor as well. The Subcontractor agrees to be bound to Contractor by the terms of the contract documents.
- 11.8 **STATE REQUIREMENTS:** All bidders must comply with the following requirements; BOLI Prevailing Wage Law, ORS 279.350, be licensed with the Construction Contractors Board, ORS 671.530 and resident status, ORS 279.029.
- 11.9 **SCOPE OF WORK:** The work shall include, but is not necessarily limited to furnishing all labor, engineering, detailing, material, equipment, and supervision required to perform all of your scope of work, complete and in accordance with all Drawings, Specifications, Instructions to Bidders, all other documents, and all applicable codes and authorities.
- 11.10 **SITE LOGISTICS:** All Bids shall reflect management of the Site as defined by Exhibit "D".
- 11.11 **MATERIAL BILLING:** Billing for offsite stored materials will NOT be allowed unless specifically approved by the Owner. Additional insurance and documentation requirements apply and all costs to meet these requirements must be included in your bid.

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- 11.12 **PROJECT STAFFING**: Bidder shall provide a capable foreman/superintendent with proven experience in handling projects of this size. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.
- 11.13 **SAFETY**: Subcontractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement will apply continuously and shall not be limited to normal working hours. No act, service, drawing review or construction review by the Owner, Architect, or their consultants, or by LEWIS is intended to include a review of the adequacy of the contractor's safety measures, in, on, or near the construction site.
- 11.14 **POST BID INTERVIEW**: Post bid interviews will be conducted with the lowest qualified bidder to verify a complete understanding of the required scope of work. Subcontractors should be prepared to discuss Safety, Scope of Work, Project Staff, Schedule, Pricing and Site Requirements if requested to attend a Post Bid Interview.
- 11.15 **VALUE ENGINEERING**: Bidders are encouraged to offer deductive alternates/(Value Engineering). These cost saving ideas shall be indicated separately from the base bid.

12. SPECIFIC BIDDING REQUIREMENTS:

- 12.1 **WORK HOURS**: Regular work hours are 7:00 a.m. to 3:30 p.m. Monday through Friday, with ½ hour for lunch or as otherwise directed by the Superintendent. Work outside these hours will need to be reviewed and approved in advance by LEWIS.
- 12.2 **SMOKING & EATING POLICY**: All subcontractors shall note there will be no smoking or eating onsite or inside the building area. This includes sunflower seeds and chewing tobacco. A location on site will be designated for eating during breaks.
- 12.3 **DRINKING WATER**: Bidders shall include all costs for drinking water and ice required by their own forces.
- 12.4 **PARKING/STORAGE**: The parking of equipment, storage of material, parking of construction personnel's vehicles, and use of any permanent facilities in the project is extremely limited and shall be as directed by Lease Crutcher Lewis, LLC (CM/GC) and the University of Oregon. Subcontractor is responsible for parking of both company and crew vehicles. No onsite parking will be available.
- 12.5 **SANITATION**: LEWIS will provide portable chemical toilets at the building site as required by State law. Subcontractors desiring to have toilet facilities in their field office trailer shall make their own arrangements and pay for water and sewage hookup/disposal.
- 12.6 **TELEPHONE**: Subcontractors desiring to have a telephone in their field office shall make their own arrangements and pay for same.
- 12.7 **WATER**: LEWIS will provide a temporary source of water equipped to accommodate a single ¾" hose only. Subcontractors shall provide its own distribution of water beyond this source including connecting of water to office trailers. Volume requirements in excess of the ¾" hose shall be provided by Subcontractor.
- 12.8 **ELECTRICAL POWER**: LEWIS will provide electrical power sources inside the building of capacity for hand tools only. Heavy-duty requirements such as welding, hoisting, heat generating units and other heavy electrical loads shall be provided from sources furnished

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and paid for by the subcontractor involved. Subcontractor shall also provide and pay for all temporary wiring and power necessary for their field offices and sheds.

- 12.9 TEMPORARY LIGHTING: LEWIS will provide temporary lighting inside the building. Task lighting will be the responsibility of the subcontractor.
- 12.10 SEQUENCING, BARRICADING AND TRAFFIC CONTROL: Subcontractor shall make provisions for sequencing and barricading of work and shall provide for the complete safety of the public and all construction personnel and shall create a minimum of interference with the normal flow of pedestrians and vehicles either on or off the site. This shall include, among other things, flagpersons and/or traffic plates across trenches to provide uninterrupted traffic flow. All flagpersons shall be trained, oriented and equipped with all necessary Personal Protective Equipment (PPE) prior to starting the flagging operations. Subcontractor's proposed method of sequencing, staging, barricading, traffic control, etc., shall be submitted to and have prior approval of LEWIS.
- 12.11 NOISE AND VIBRATION: No major vibration and/or noise producing equipment or construction procedures may be used without prior LEWIS approval. Include all labor, material and equipment for noise/vibration control.
- 12.12 VENTILATION: Include all labor, material and equipment for Ventilation if required. This includes ventilation needed for welding activities. You are responsible to provide building filtration and/or ventilation if required. You will also be required to provide additional filtration and/or ventilation to support your task, if required.
- 12.13 MOTORS: No gasoline or unscrubbed diesel motors can be used inside the building. You must use electric, propane or scrubbed diesel motors.
- 12.14 DUST CONTROL AND CLEAN UP: It is mandatory that all Subcontractors take appropriate precautions to assure that their work is accomplished within parameters of cleanliness consistent with this type of facility. Subcontractors will be responsible for their own operations and subsequent dust control and daily clean up of same. If a justified complaint is received from the Owner and/or General Contractor, the Subcontractor shall immediately take whatever steps are necessary to correct the situation. If a second justified complaint is received, LEWIS shall have the option of correcting the problem with all costs associated with it to be charged to the Subcontractor responsible. LEWIS shall be the sole judge as to the validity of any complaint. In addition, each Subcontractor with five or more workmen on site shall provide one (1) workman for use by the Contractor on a site/building cleanup crew four (4) hours per week for the duration of the Subcontractor's installation period. This shall not alleviate Subcontractor of responsibility for daily cleaning. At completion of work, the Contractor and each Subcontractor shall remove waste materials, rubbish, tools, equipment, machinery, storage sheds, offices, temporary protection, surplus materials, and clean sight-exposed surfaces; leaving the project clean and ready for occupancy.
- 12.15 HAUL DEBRIS/DUMP FEES/RECYCLING: All subcontractors will be required to remove from site and legally dispose of all excess material and bulk debris created by said trade, on a daily basis. LEWIS will provide dumpsters. Subcontractors will participate in the recycling of materials as directed by LEWIS.
- 12.16 TOXICS AND HAZARDOUS WASTES NOTICE: All Subcontractors will be required to remove from site and properly dispose of all of their own hazardous waste materials and

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containers in accordance with Federal, State and Local ordinances and regulations. Containers shall be properly labeled in accordance with OSHA regulations and the MSDS program.

- 12.17 BUILDING CONTROLS: LEWIS will provide a minimum of one (1) offset control line in each direction and one (1) elevation benchmark on each floor for Subcontractors' use. Subcontractors shall be responsible for all other layout and serving required to perform their work.
- 12.18 HOISTING AND VERTICAL TRANSPORTATION: Subcontractor shall provide for his/her own off-loading, hoisting, rigging, rigging equipment, transport and distributing requirements including vertical transportation of personnel. Subcontractor shall have a *qualified* trained designated rigger who will rig material, insure that all hoisting is safe and ready, insure that materials and equipment are properly rigged and give proper crane signals to crane operator.

Each Subcontractor shall furnish their own forklift, pallet jacks or other material handling equipment for their own use. All material lifting must be coordinated with LEWIS Superintendent at least 24 hours in advance.

- 12.19 SCAFFOLDING: Scaffolding, rolling staging, scissor lifts, and like equipment will NOT be furnished by LEWIS. Subcontractor should include all scaffolding, work platforms, ladders, boom lifts, scissors lifts, etc. required for your scope or access to your work. Please note that once drywall begins, all scissor lifts are to be removed from the floor/area and overhead access should be assumed by ladder or work platform. Also, include the cost to provide scaffolding or lift equipment for inspector's daily use for inspection of your scope.
- 12.20 OVERHEAD ATTACHMENTS: All attachments to the concrete structure will require drilled-in expansion type anchors. Power actuated fasteners are allowed *subject to structural engineer review*. All attachments will require seismic design by the subcontractor and "your" hired "Oregon-licensed" structural engineer for seismic supports. The design will be submitted to the Structural Engineer of Record for review and approval prior to installation. All subcontractors will calculate and show placement of all seismic anchors and attachments on their shop drawings and/or coordination drawings in order that LEWIS can submit combined weights of all anchors to structural engineer for review.
- 12.21 FIRESTOPPING: Each Subcontractor is responsible for fire stopping any penetrations that their work creates through rated assemblies (floor, roof, wall, and ceiling, etc.). Comply with the specification section on Firestopping.
- 12.22 DAILY REPORTS: Subcontractor shall submit daily reports of field activities to LEWIS using the standard form provided. The report will include an attachment to indicate personnel and major equipment employed as well as major material deliveries. Daily Reports shall include the work of the subcontractor and sub-subcontractor, and must be turned in by 9:00 a.m. on the following day. Failure to so execute as directed above will delay monthly and final progress payments. Daily Reports are intended to only record progress.

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- 12.23 SUPERVISION: All work will be under the direct supervision of representatives of LEWIS. The Subcontractor shall have a competent person in charge at all times. S/he will cooperate with, and be responsible to, the representatives of the General Contractor.
- 12.24 INSPECTION OF WORK: Any or all of the installation of the work of this bid package may be inspected or observed at any time by the Architect, LEWIS and/or the Owner or their representatives. It shall be the installing contractor's responsibility to provide notice of when work is complete and ready for inspection prior to being covered up by his own work or the work of other trades. If any portion of the installed work has been covered or concealed prior to being inspected or observed and accepted, the installation shall be uncovered, restored, and corrected as required at no additional cost to the Owner or LEWIS. You may be liable for re-inspection costs due to a failed inspection.
- 12.25 THIRD PARTY TESTING: Unless otherwise indicated in the documents, the Owner will select the testing laboratory and pay for their costs. (With the exception of regulatory testing as required to assure worker safety as required by OR-OSHA.) If re-testing is required due to failed test, the cost of re-testing will be deducted from the Subcontract amount. Subcontractor is responsible for any schedule delays due to failed inspections. Subcontractor must coordinate testing with testing agency and inspections with both LEWIS and the County Inspector.
- 12.26 REMEDIAL WORK: Cutting, patching, repairing and any other remedial work that becomes necessary shall be either performed or paid for by the Subcontractor whose work necessitated such remedial work. Remedial work shall comply with all requirements for new work.
- 12.27 SAFETY: LEWIS is committed to maintaining a safe work place. All Subcontractors performing work on-site shall submit their site specific safety plan for eliminating accidents prior to commencement of work at the job site. All work shall be performed in strict accordance with Federal and State (OSHA) standards for a Safe Work Place. Safety tool box meetings shall be conducted weekly with topics and attendance for same to be submitted to LEWIS. In addition, the Subcontractor shall adhere to LEWIS Safety Program Requirements.
- Subcontractor **shall provide** orange or yellow safety vests, hardhats, gloves and eye protection for all of their field personnel on the jobsite. Note that hard-hats and eye protection **must** be worn by all trades at all times on this project. Personnel shall also be required to wear these colored safety vests at all times when hazards are present, except during welding / brazing operations.
- 12.28 QUALITY ASSURANCE PROGRAM: The LEWIS Quality Assurance Program has been adopted and will be enforced on this project. Subcontractor involvement entails preconstruction meetings, quality assurance protocol development, quality tour involvement, quality mockup, material verification and "Zero Punchlist".
- 12.29 DRUG TESTING: In order to further the commitment of providing and maintaining a safe and healthy work place for the benefit of project personnel and the public, LEWIS shall have mandatory drug testing for all Lewis employees. Subcontractors are **strongly encouraged** to establish a drug and alcohol-testing program for their employees assigned to this project. Post injury drug testing is required for any lost time due to injury in order to return to the jobsite.

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- 12.30 **PERMITS, LICENSES, AND FEES**: A general building permit will be provided by the Owner. Subcontractor shall obtain and pay for all other permits, licenses, fees, services, governmental inspections and tests and any other privileges required for the performance of his/her work.
- 12.31 **LOCAL ORDINANCES & CODES**: Conform to all County and Local Ordinances & Codes with regard to Noise, Dust, Fumes & Vibration Requirements. The subcontractor shall include all costs to ensure that work will not create any nuisance or other condition, including but not limited to odors, fumes, vapors, mists, dust, particulates or visible plumes, that may create injury or illness to or reasonable concerns by any person or interference with or stoppage of work.
- 12.32 **DESIGN/BUILD**: All subcontractors who have design responsibilities in their specification sections shall note the requirements of Division 1. Subcontractors shall also include all plan check and permit fees as required for design/build scopes of work. This contract shall include preparation of all necessary drawings, details, calculations stamped and signed by an Oregon Licensed Engineer (as required by the International Building Code and City of Eugene), etc., as required to procure a permit from the City of Eugene Building Department.
- 12.33 **DESIGN/BUILD INSURANCE**: Both the design engineer and the direct subcontractor to LEWIS must meet all the insurance requirements of LEWIS and the project contract documents. Specifically, both shall carry errors and omissions policies as required by LEWIS.
- 12.34 **UNIT PRICES**: Subcontractor may be asked to submit unit prices for various portions of the work. Unit prices are to include all of the Subcontractor's labor, material, equipment, plant, labor overhead, taxes and the Subcontractor's overhead and profit for completing the item of work. Unit prices shall be in effect for the duration of the project.
- 12.35 **LABOR RATES**: This is a prevailing wage project. Labor rates shall include, but not necessarily be limited to, labor burden, fringes, payroll taxes, worker's compensation and liability insurance, etc. In addition, the labor rates shall also include a percentage for all overhead items such as home office administration, estimating, cartage, small tools, pick-up trucks, all travel time (Including Union travel time agreement costs), parking fees, supervision, and all direct job expenses. If requested, the subcontractor shall provide a detailed breakdown of their labor rates.
- 12.36 **CHANGE ORDER PRICING**: In the event that a change of scope is identified by LEWIS, the subcontractor must submit detailed pricing for the identified change in scope. All change orders submitted must be accompanied with a complete detailed estimate clearly showing the quantities for all materials, material prices, labor units, equipment, mark-up and all other costs. Also include detailed estimate from sub-subcontractors.
- 12.37 **REPROGRAPHICS**: The cost of all drawings and specifications for subcontractor's field and office use shall be included in this bid.
- 12.38 **AS-BUILTS**: As-Built drawings will be closely monitored and are a strict requirement of this project. Subcontractors are required to maintain a blackline set of plans and specifications. Your lead person shall continuously update his/her as-built information on these documents. At the end of the work, your firm will turn over these documents and a cleaned up reproducible plan set with four (4) blacklines. Mechanical, Electrical,

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Plumbing, and Fire Sprinkler Subcontractors shall keep as-builts on ACAD, and transmit a CD to the CM/GC upon completion of work or as requested. Failure to so execute as directed above will delay monthly and final progress payments.

- 12.39 GUARANTIES AND WARRANTIES: The date used for all warranties and guaranties is the Project substantial completion date. Please refer to Specification Section 017800 and/or specific specification sections for more detailed information.

END OF INSTRUCTIONS TO ALL BIDDERS

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III. Trade Specific Instructions to Bidders – Bid Package #1

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Bid Package #1

“ACCESS FLOORING & CONTAINMENT”

- 1.1 **Bid Date/Instructions:** Bids shall be received at the offices of Lease Crutcher Lewis (CM/GC), 600 SW 10th Ave., Suite 310, Portland, Oregon 97205, or by facsimile to (503) 223-2874 no later than **2:00 p.m. PST, Tuesday, April 17, 2012**. Written confirmation of facsimile bids must be received at the above address within three (3) calendar days of date of bid.
- 1.2 **Pre-Bid Conference:** A non-mandatory pre-bid conference will be held at the University of Oregon, Allen Hall Lewis Project Offices, at 1020 University Street, Eugene, OR 97403, on **April 3, 2012 at 1:00 p.m.**

I. DESCRIPTION OF WORK:

The Work shall include, but not be limited to, providing all labor, supervision, tools, materials, equipment, detailing and drafting, product data/engineering and shop drawing submittals, plant/shop fabrications, and transportation to provide **Access Flooring & Hot Isle Containment** work complete in strict accordance with the Contract Documents, including but not limited to, the following:

- | | |
|--|---|
| A. Specification Section <u>Div. 1</u> | entitled <u>General Requirements*</u> |
| B. Specification Section <u>01-23-00</u> | entitled <u>Alternates</u> |
| C. Specification Section <u>01-45-00</u> | entitled <u>Mock-Ups</u> |
| D. Specification Section <u>09-69-00</u> | entitled <u>Access Flooring (and Containment)</u> |
| E. Specification Section <u>27-11-00</u> | entitled <u>Telecommunications Equipment (as related)</u> |

* Reference Allen Hall Renovation and Expansion base building specifications. All Divisions listed above shall be enforced as they apply to the data center.

II. SUPPLEMENTAL INSTRUCTIONS/CLARIFICATIONS:

A. Subcontractor shall include, but not be limited to, the following:

1. Subcontractor shall furnish and install all access flooring including, but not limited to pedestals, framing, stingers, bracing, panels, grounding connectors, wall base, etc. in strict accordance to the Contract Documents.
2. Subcontractor shall coordinate the layout of the access flooring with CM/GC, Electrical Contractor, and Owner's representative. This includes multiple site visits in the early stages of the project.
3. Subcontractor shall provide a marked grid of pedestal locations along control lines in each direction prior to the installation of concrete equipment pads and major electrical rough-in activities.
4. Subcontractor shall be responsible for adjusting pedestals and other components to achieve a level floor at the specified elevation. Layout of the elevation benchmark shall be by CM/GC.

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5. Subcontractor shall perform normal sub-floor preparations as required for floor coverings installed under this Subcontract, and as outlined in the specifications.
6. Installation of materials by Subcontractor acknowledges Subcontractor's acceptance of the substrate.
7. Subcontractor shall furnish and install the hot isle containment system including, but not limited to uni-strut, framing members, panels, plexi-glass ceiling panels, sliding doors, hardware, sweeps, and other accessories for a complete system in accordance to the Contract Documents.
8. Subcontractor shall assist with designing the details necessary to construct containment of cabinets that sit atop Iso-bases (reference Specification Section 27-11-00 and www.iso-base.com). The containment system shall be designed to account for a movement connection between the rigid elements (framing, doors, etc.) and the cabinets. The cabinet rows have the ability to move 8" in all directions.
9. Subcontractor shall provide ceiling panels that are easily removable for users.
10. Subcontractor shall coordinate the location of fixed ceiling panels as well as cut-outs for other trades.
11. Sealing of all systems shall be included in this bid scope. Products to be submitted prior to proceeding to coordinate with owner and maintenance personnel.
12. Subcontractor shall furnish extra stock materials in accordance with specification. The materials shall be delivered, handled and located in a secure room in the project as directed the project superintendent. All extra stock materials shall be properly packaged and labeled.
13. Subcontractor shall provide sufficient materials, equipment and manpower to meet the project schedule.
14. Provide durations for; shop drawings, samples, submittal review, fabrication and delivery F.O.B. jobsite, for all major material deliveries.
15. Subcontractor shall use all precautions necessary to avoid damage of hollow metal frames and gypsum wall systems to prevent paint touch-ups at a later date. Damage of walls and frames due to Subcontractor's installation operation shall be repaired at the expense of this subcontractor.
16. All truck traffic entering and leaving the project site at 13th Avenue shall be accompanied by flagging personnel with paddle board and high-visibility clothing. The intersection of 13th Avenue and University Avenue is highly congested.
17. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work.
18. Subcontract amount includes costs of all mobilizations as required to meet the schedule requirement dictated by the CM/GC.
19. Subcontractor shall clean up daily and remove from the jobsite all trash and debris, which has accumulated or accumulates as a result of its operations.
20. Subcontractor shall provide its own specific layout and elevation control. Contractor will provide a minimum of one control line in each direction and one elevation benchmark.

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21. Subcontractor is responsible for all offloading, handling, hoisting, lifting, man hoisting and scaffolding required to perform the work of this package.
22. The data center is in a basement with limited access. The access for large material unloading and distribution shall be through an areaway on the south of Allen Hall. Subcontractor shall provide their own unloading, hoisting, scaffolding and distributing of materials. All labor and materials for rigging, pumping and hoisting of materials shall be the responsibility of the Subcontractor.
23. Subcontractor shall be responsible for all material and man hoisting as required for the completion of their scope of work, including scaffolding as required.
24. Subcontractor shall inspect the work area prior to the start of their work and notify the General Contractor in writing of any unacceptable conditions. Commencement of work signifies acceptance of the jobsite conditions as is.
25. Subcontractor shall be responsible for any and all material escalation costs for the duration of the project.
26. Space for delivery and storage of materials is limited on this project. Subcontractors will need to plan and schedule deliveries on a “just-in-time” basis. Subcontractors shall coordinate all deliveries with CM/GC so they can be off-loaded and immediately moved into areas of the building as not to hinder work of other trades.
27. Subcontractor shall provide protection and/or repair, if damaged by Subcontractor’s operations, to any and all existing improvements, utilities, and/or appurtenances.
28. Subcontractor shall work all necessary overtime to meet the schedule expectations of the CM/GC.
29. Subcontractor shall meet or exceed all related LEED requirements and recommendations. Subcontractor shall provide requested documentation, recycle waste, provide recycled materials when available, provide VOC compliant material when available and provide materials manufactured and harvested within 500 miles when available.
30. All work under this Subcontract shall be phased in accordance with the Project Construction Schedule (Exhibit “C”) and Site Logistics Plan (Exhibit “D”). Work progress will not necessarily be in the most efficient manner for the Subcontractor. Subcontractor shall provide assistance in assembling the Schedule in the best interest of the Owner and Contractor.
31. Lease Crutcher Lewis, LLC (CM/GC) is committed to maintaining a safe work place. Subcontractors performing work with exposure to a fall shall submit their safety plan for eliminating accidents prior to commencement of work at the job site. All work shall be performed in strict accordance with Federal and State (OSHA) standards for a Safe Work Place. As required to perform this scope of work, the complete fall protection system, including but not limited to railings, tie-off points, cable, fall arrest, harnesses, spotters, etc, will be the responsibility of Subcontractor. Safety tool box meetings shall be conducted weekly with topics and attendance for same to be submitted to the Project Superintendent.

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SCHEDULE AND MANPOWER GUARANTEE

Schedule of this work is of primary importance. Subcontractor shall provide manpower and commitment to meet schedule objectives determined but not limited to Project Master Schedules, Short Interval Construction Schedules, Coordination Meetings, and CM/GC personnel.

B. Alternates

Reference Alternates #1 – 5 listed under Specification 01-23-00

1. ALTERNATE #1: Not applicable
2. ALTERNATE #2: Not applicable
3. ALTERNATE #3: Not applicable
4. DEDUCTIVE ALTERNATE #4A: Delete containment system
5. DEDUCTIVE ALTERNATE #4B: Delete containment system
6. ALTERNATE #5: Not applicable

END OF SECTION

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Bid Package #2

“MECHANICAL SYSTEMS”

- 1.1 **Bid Date/Instructions:** Bids shall be received at the offices of Lease Crutcher Lewis (CM/GC), 600 SW 10th Ave., Suite 310, Portland, Oregon 97205, or by facsimile to (503) 223-2874 no later than **2:00 p.m. PST, Tuesday, April 17, 2012**. Written confirmation of facsimile bids must be received at the above address within three (3) calendar days of date of bid.
- 1.2 **Pre-Bid Conference:** A **MANDATORY** pre-bid conference will be held at the University of Oregon, Allen Hall Lewis Project Offices, at 1020 University Street, Eugene, OR 97403, on **April 3, 2012 at 1:00 p.m.**

I. DESCRIPTION OF WORK:

The Work shall include, but not be limited to, providing all labor, supervision, tools, materials, equipment, detailing and drafting, product data/engineering, shop drawing, submittals, plant/shop fabrications, and transportation to provide **Mechanical Systems** work complete in strict accordance with the Contract Documents, including but not limited to, the following:

A. Specification <u>Division 1</u>	entitled <u>General Requirements*</u>
B. Specification Section <u>01-23-00</u>	entitled <u>Alternates</u>
C. Specification Section <u>01-45-50</u>	entitled <u>Mock-Ups</u>
D. Specification Section <u>01-91-13</u>	entitled <u>General Commissioning Requirements</u>
E. Specification <u>Division 21</u>	entitled <u>Fire Suppression (Related Section)*</u>
F. Specification <u>Division 22</u>	entitled <u>Plumbing – Complete*</u>
G. Specification Section <u>22-08-00</u>	entitled <u>Plumbing Commissioning</u>
H. Specification <u>Division 23</u>	entitled <u>HVAC – Complete*</u>
I. Specification Section <u>23-05-33</u>	entitled <u>Heat Tracing</u>
J. Specification Section <u>23-08-00</u>	entitled <u>HVAC Commissioning</u>
K. Specification Section <u>23-09-00</u>	entitled <u>Instrumentation and Control</u>
L. Specification Section <u>23-64-00</u>	entitled <u>Air Cooled Chillers</u>
M. Specification Section <u>23-64-27</u>	entitled <u>Water-to-Water Heat Pump Chillers</u>
N. Specification Section <u>23-81-22</u>	entitled <u>Computer Room Air Conditioning Units</u>
O. Specification Section <u>23-81-23</u>	entitled <u>Computer Room In-Row Coolers</u>
P. Specification Section <u>23-81-24</u>	entitled <u>Computer Room In-Rack Cabinet Cooler</u>
Q. Specification <u>Division 26</u>	entitled <u>Electrical (Related Section)</u>
R. Specification <u>Division 27</u>	entitled <u>Communications (Related Section)</u>

* Reference Allen Hall Renovation and Expansion base building specifications. All Divisions listed above shall be enforced as they apply to the data center.

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II. SUPPLEMENTAL INSTRUCTIONS/CLARIFICATIONS:

A. Subcontractor shall include, but not be limited to, the following:

1. **QUALIFICATIONS:** Subcontractors intending to bid this project shall be required to meet all of the qualification terms and conditions as outlined below.
 - a. Subcontractor shall have minimum of \$2 million performance and payment bond capabilities for this project. *Provide in writing the name, address and phone number of bonding surety and agent.*
 - b. COMPANY EXPERIENCE – Subcontractors shall have a minimum of three projects of similar size and complexity and a minimum of ten years of experience. Attach a list of projects including size, cost, change orders and contact name and phone with the bid.
 - c. PROJECT TEAM EXPERIENCE – Provide names and resumes of proposed personnel for the project. At a minimum, include the project manager, field foreman(s), and detailer. Team members must have experience with projects of similar construction type, size, cost, and complexity. Include Owner, General Contractor and Engineer / Architect references with each resume.
2. Subcontractor shall coordinate with Electrical, Controls, Fire Sprinkler, etc. contractors and shall execute the "Trade Interface Agreement" which shall further define the coordination of work. The execution of the "Trade Interface Agreement" shall be made in the spirit of cooperation among trades to provide a good faith review of the work and to provide the Contractor and Owner with complete, operational systems (see Exhibit "H").
3. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the time work is performed and it is understood that rerouting of piping, ductwork, and relocating of equipment, etc. for coordination purposes shall be part of Subcontractor's work.
4. Subcontractor shall furnish and install all computer room conditioning units including, but not limited to in-row cabinet coolers (IRC), in-rack high density rack coolers (IRCC), and computer room air handling units (CRAH) in strict accordance with the Contract Documents.
5. Subcontractor shall furnish and install all HVAC and Plumbing equipment for the data center including, but not limited to air-cooled chillers, heat recovery chillers, buffer tank, expansion tanks, pumps, and associated piping, controls, and accessories for a complete system in accordance to the Contract Documents.
6. Subcontractor shall include all plumbing, HVAC, piping and mechanical work indicated on all of the Contract Documents including, but not limited to Architectural and Structural drawings whether or not indicated on the Plumbing or Mechanical drawings.
7. Subcontractor shall provide systems in accordance with the codes and authorities having jurisdiction.

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8. Subcontractor shall provide on-site project coordination to ensure that all mechanical systems are being properly coordinated within the structure and with other affected trades.
9. Subcontract amount includes the cost of all permits, plan review fees, and inspections required for the work.
10. Subcontractor shall furnish and install of all access panels required for Subcontractor's work (whether or not shown on Contract Documents).
11. All piping, piping insulation, wiring and ductwork located in air plenums shall meet the requirements of the authority having jurisdiction.
12. Subcontractor shall furnish and install all heat trace wiring, the heat trace panel, insulation, and related control wiring as required to prevent the piping provided under this Subcontract from freezing in areas exposed to outside temperature. The electrical contractor will provide one-point connection to the heat trace panel.
13. Subcontractor shall provide vibration isolation on all equipment and ductwork as indicated on the Contract Documents, and as required to comply with manufacturer recommendations.
14. Includes all insulation, soundliner, gaskets, collars, flashings, sheet metal, fire-safing/stopping, and caulking required for equipment or penetrations associated with the work of this Subcontract. Wood cant strips and blocking will be provided by the General Contractor as indicated on the Contract Documents.
15. Subcontractor shall provide all pre-manufactured roof curbs including, but not limited to insulation, fasteners, flashings, structural steel, etc. for equipment included in this Bid Package.
16. Subcontractor shall furnish and install all piping, valves, valve boxes, laterals, elbows tees, crosses, clean-outs, backflow preventers, caps, fittings, couplings, gaskets, all fastening devices, anchorages, and all other related accessories or apparatuses required for a complete installation of the work.
17. As some piping and conduit may be installed after structural foundations have been completed, the Subcontractor shall take all precautions necessary to ensure the structural integrity of all building foundations.
18. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the time of piping, and relocating of equipment, etc. for coordination purposes shall be part of Subcontractor's work.
19. Subcontractor shall perform all flushing, cleaning, chlorination and/or testing of utility services as required by the Contract Documents and authorities having jurisdiction.
20. Subcontractor shall furnish and install all equipment supports, frames, bracing, hangers, strut, embeds, sleeves, and layout required. (Sleeves in slabs shall be "flush type" to allow place and finish of concrete to occur without disruption to this operation).
21. Subcontractor shall design, furnish and install all seismic supports, frames, bracing, hangers, embeds, sleeves, and layout required. This includes all wet-stamped

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- engineered drawings for components and submission of such to the authority having jurisdiction.
22. Subcontractor shall use all precautions necessary to avoid damage of hollow metal frames and gypsum wall systems to prevent paint touch-ups at a later date. Damage of walls and frames due to Subcontractor's installation operation shall be repaired at the expense of this subcontractor.
 23. Subcontractor to provide motor starters and disconnects as required by Contract Documents, including start-up and connection to controls system. This work shall be coordinated with the Electrical Subcontractor.
 24. The Allen Hall building floors 1 through 3 will be occupied during the data center project. Subcontractor shall not shut down existing facilities at any time during construction. Temporary utilities may need to be installed to insure no interruption to the existing services. Any shut downs shall be authorized in writing prior to start of work.
 25. Subcontractor shall fully participate in the commissioning process including, but not limited to manpower, temporary heating in hot isles, temporary equipment, testing apparatuses, manufacturer technicians, documentation, tools and equipment, as defined in the Contract Documents and as further directed by the Contractor or Commissioning Agent.
 26. Subcontractor shall provide all core drilling, saw cutting, torching, etc., through any and all materials, including but not limited to concrete, steel and CMU, as required for installation of this scope of work, including penetrations not specifically indicated but required for proper coordination. Subcontractor shall include identification of structural reinforcement prior to cutting.
 27. In the case of an inconsistency between Contract Documents, including Plans, Specifications, and the Trade Interface Agreement, etc., the better quality or greater quantity of work shall be provided.
 28. Subcontractor shall be responsible for all fire caulking through rated assemblies.
 29. Subcontractor shall provide sealant, including link seals, at all wall, slab, or roof penetrations.
 30. Subcontractor shall prepare and implement a jobsite specific IAQ plan in accordance with the SMACNA guidelines and document field measures taken in compliance with the plan. Subcontractor will cover/cap the ends of any open ductwork not part of the day's work activity. Subcontractor shall also provide all weather protection necessary for pipe and duct insulation.

PLUMBING: Subcontractor shall provide complete operable plumbing systems including but not limited to: all drain piping, hydronic piping, piping heat trace and insulation, and all piping and valve labeling to meet the requirements of the Contract Documents. As further clarification, Subcontractor shall include, but not be limited to the following:

1. Subcontractor shall provide all condensate drain piping and associated pumps. Condensate drains shall be piped to the nearest floor drain, floor sink, or mop sink if not specifically addressed in the Contract Documents.

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2. Subcontractor shall provide all circulation pumps, sump pumps, floats, and associated controls.

HVAC: Subcontractor shall provide a complete, operable HVAC and controls system in strict accordance with the requirements of the Contract Documents. As further clarification, Subcontractor shall include, but not be limited to the following:

1. Subcontractor shall provide a complete, operable, HVAC System including but not limited to: ductwork, plenums, dampers, louvers (mechanical and architectural), grilles and screens, mechanical insulation, noise and vibration isolation, air and heat equipment, and mechanical controls for these systems to meet the requirements of the Contract Documents.
2. Initial start-up and testing shall be the responsibility of this Subcontract.
3. Subcontractor shall furnish, hoist, set, and install Air-Cooled Chillers, Heat-Recovery Chillers, and other rooftop and penthouse mechanical units. Subcontractor shall specifically hoist the roof top equipment during the academic summer term or during off-hours, such as a weekend. All costs to procure the equipment to deliver during the summer months or to work overtime shall be included in this bid.
4. Includes all smoke and fire dampers at all rated walls, floors, ceilings and ducts, as required by the Contract Documents and/or the codes and regulations having jurisdiction.
5. Subcontractor shall supply and install a sheet metal pan and shroud to fully encase all overhead piping as indicated in the Contract Documents. The shroud shall be fully welded and water-tight. Subcontractor shall include the access panels as shown in the Contract Documents.
6. Subcontractor shall provide construction filters as required for Mechanical Equipment and replace these filters with "Final Filters" and supply spare filters in accordance with the Specifications at the completion of the project.

CONTROLS:

1. Subcontractor shall furnish and install the chiller, in-rack coolers, CRAHs, and install only in-line devices along with associated sensors and panels for the Controls Contractor (BP #4) to connect to and integrate.
2. Subcontractor shall ensure all panels and devices are programmed with, and / or have the proper contacts to accept the wiring and communication protocol specified in the Contract Documents. All monitoring devices shall be provided or converted to the data protocol required in the Contract Documents. Any gateways, calculations, and/or programming necessary to achieve the specified protocol shall be the responsibility of this Subcontract.
3. Subcontractor shall install all in-line control valves and devices furnished by Siemens.
4. Subcontractor shall furnish and install all control valves that come integral with equipment, such as, but not exclusively, the in-row and in-rack cooling units.

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5. Subcontractor shall provide all power supplies required to step line voltage down to control voltage. For bidding purposes, Subcontractor shall assume to provide a power supply / transformer for each piece of equipment, control panel, sensor, actuator, etc. that require low voltage feeds and do not have integral power supplies.

GENERAL:

31. After the substantial completion of equipment start-up, the Subcontractor shall provide competent field technician(s) to schedule and meet its manufacturer technicians, perform troubleshooting, and to provide full technical support to the integration process, led by the Controls Contractor. The Subcontractor shall provide a sufficient presence of on-site personnel until the data center is fully commissioned.
32. The Allen Hall penthouse exterior enclosure will be completed prior to the data center work. Subcontractor shall be responsible for hoisting all equipment to the penthouse and transporting it in through double 3' doors. Subcontractor shall order sectional and / or modular equipment for installation in the penthouse as necessary.
33. All truck traffic entering and leaving the project site at 13th Avenue shall be accompanied by flagging personnel with paddle board and high-visibility clothing. The intersection of 13th Avenue and University Avenue is highly congested.
34. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work.
35. Subcontract amount includes costs of all mobilizations as required to meet the schedule requirement dictated by the CM/GC.
36. Subcontractor shall clean up daily and remove from the jobsite all trash and debris, which has accumulated or accumulates as a result of its operations.
37. Subcontractor shall provide its own specific layout and elevation control. Contractor will provide a minimum of one control line in each direction and one elevation benchmark.
38. Subcontractor is responsible for all offloading, handling, hoisting, lifting, man hoisting and scaffolding required to perform the work of this package.
39. The data center is in a basement with limited access. The access for large material unloading and distribution shall be through an areaway on the south of Allen Hall. Subcontractor shall provide their own unloading, hoisting, scaffolding and distributing of materials. All labor and materials for rigging, pumping and hoisting of materials shall be the responsibility of the Subcontractor.
40. Subcontractor shall be responsible for all material and man hoisting as required for the completion of their scope of work, including scaffolding as required.
41. Subcontractor shall inspect the work area prior to the start of their work and notify the General Contractor in writing of any unacceptable conditions. Commencement of work signifies acceptance of the jobsite conditions as is.
42. Subcontractor shall be responsible for any and all material escalation costs for the duration of the project.

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43. Space for delivery and storage of materials is limited on this project. Subcontractors will need to plan and schedule deliveries on a “just-in-time” basis. Subcontractors shall coordinate all deliveries with CM/GC so they can be off-loaded and immediately moved into areas of the building as not to hinder work of other trades.
44. Subcontractor shall provide protection and/or repair, if damaged by Subcontractor’s operations, to any and all existing improvements, utilities, and/or appurtenances.
45. Subcontractor shall work all necessary overtime to meet the schedule expectations of the CM/GC.
46. Subcontractor shall meet or exceed all related LEED requirements and recommendations. Subcontractor shall provide requested documentation, recycle waste, provide recycled materials when available, provide VOC compliant material when available and provide materials manufactured and harvested within 500 miles when available.
47. All work under this Subcontract shall be phased in accordance with the Project Construction Schedule (Exhibit “C”) and Site Logistics Plan (Exhibit “D”). Work progress will not necessarily be in the most efficient manner for the Subcontractor. Subcontractor shall provide assistance in assembling the Schedule in the best interest of the Owner and Contractor.
48. Lease Crutcher Lewis, LLC (CM/GC) is committed to maintaining a safe work place. Subcontractors performing work with exposure to a fall shall submit their safety plan for eliminating accidents prior to commencement of work at the job site. All work shall be performed in strict accordance with Federal and State (OSHA) standards for a Safe Work Place. As required to perform this scope of work, the complete fall protection system, including but not limited to railings, tie-off points, cable, fall arrest, harnesses, spotters, etc, will be the responsibility of Subcontractor. Safety tool box meetings shall be conducted weekly with topics and attendance for same to be submitted to the Project Superintendent.

SCHEDULE AND MANPOWER GUARANTEE:

Schedule of this work is of primary importance. Subcontractor shall provide manpower and commitment to meet schedule objectives determined but not limited to Project Master Schedules, Short Interval Construction Schedules, Coordination Meetings, and CM/GC personnel.

DESIGN ASSIST RESPONSIBILITIES/ AGREEMENT:

If the Engineering Consultants design is not in agreement with the CM/GC’s estimate at the time of bid award, then the Architect, Engineers, CM/GC, Owner and respective Subcontractor shall make whatever efforts necessary to come into agreement within 15 days, including but not limited to: Program Revisions, Design Revisions and providing additional construction options. The CM/GM, Owner, Architect and Subcontractor agree to provide full resources to achieve this effort.

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B. Exclusions:

1. Subcontractor is not responsible for the control wiring and integration of the data center power and mechanical monitoring and controls. Please solicit a scope letter from Siemens; contact Dave Yarbrough at (503) 207-1811.

C. Alternates:

Phase 2 Bid.....\$_____ (list on bid form)

Reference Alternates #1 – 5 listed under Specification 01-23-00

1. DEDUCTIVE ALTERNATE #1: Delete heat recovery system.
2. ALTERNATE #2: Not applicable to this scope.
3. DEDUCTIVE ALTERNATE #3: Delete high density cabinet row #4 and supporting in-row rack cooling (IRCC-41 through 47).
4. ALTERNATE #4A: Reference Contract Documents
5. ALTERNATE #4B: Reference Contract Documents
6. ALTERNATE #5: Not applicable to this scope.

END OF SECTION

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Bid Package #3

“ELECTRICAL, DATA CENTER EQUIPMENT, FIRE ALARM, TELECOM, SECURITY”

- 1.1 **Bid Date/Instructions:** Bids shall be received at the offices of Lease Crutcher Lewis (CM/GC), 600 SW 10th Ave., Suite 310, Portland, Oregon 97205, or by facsimile to (503) 223-2874 no later than **2:00 p.m. PST, Tuesday, April 17, 2012**. Written confirmation of facsimile bids must be received at the above address within three (3) calendar days of date of bid.
- 1.2 **Pre-Bid Conference:** A **MANDATORY** pre-bid conference will be held at the University of Oregon, Allen Hall Lewis Project Offices, at 1020 University Street, Eugene, OR 97403, on **April 3, 2012 at 1:00 p.m.**

I. DESCRIPTION OF WORK:

The Work shall include, but not be limited to, providing all labor, supervision, tools, materials, equipment, detailing and drafting, product data/engineering and shop drawing submittals, plant/shop fabrications, and transportation to provide **Electrical, Data Center Equipment, Fire Alarm, Telecom, Security** work complete in strict accordance with the Contract Documents, including but not limited to, the following:

A. Specification <u>Division 1</u>	entitled <u>General Requirements*</u>
B. Specification Section <u>01-23-00</u>	entitled <u>Alternates</u>
C. Specification Section <u>01-45-50</u>	entitled <u>Mock-Ups</u>
D. Specification Section <u>01-91-13</u>	entitled <u>General Commissioning Requirements</u>
E. Specification Section <u>09-69-00</u>	entitled <u>Access Flooring (as related)</u>
F. Specification <u>Division 21</u>	entitled <u>Fire Suppression (as related)*</u>
G. Specification <u>Division 23</u>	entitled <u>Mechanical (as related)</u>
H. Specification <u>Division 26</u>	entitled <u>Electrical – Complete*</u>
I. Specification Section <u>26-01-26</u>	entitled <u>Engineering Analysis & Electrical Systems Testing</u>
J. Specification Section <u>26-08-00</u>	entitled <u>Electrical Commissioning</u>
K. Specification Section <u>26-09-13</u>	entitled <u>Electrical Monitoring and Controls</u>
L. Specification Section <u>26-24-13</u>	entitled <u>Main-Tie-Main Switchboard</u>
M. Specification Section <u>26-24-72</u>	entitled <u>Data Center Power Distribution Unit (PDU)</u>
N. Specification Section <u>26-33-53</u>	entitled <u>Uninterruptible Power Supply Systems</u>
O. Specification Section <u>26-43-13</u>	entitled <u>Transient Voltage Surge Suppressors</u>
P. Specification <u>Division 27</u>	entitled <u>Communications – Complete*</u>
Q. Specification Section <u>27-05-36</u>	entitled <u>Cable Trays for Communications Systems</u>
R. Specification Section <u>27-11-00</u>	entitled <u>Telecommunications Equipment</u>
S. Specification <u>Division 28</u>	entitled <u>Electronic Safety & Security – Complete*</u>
T. Specification Section <u>28-08-00</u>	entitled <u>Electronic Safety and Commissioning</u>

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U. Specification Section 28-10-00 entitled Design-Build Electronic Access Control, Video Surveillance & Intrusion Detection (UO Campus Construction Standards)

* Reference Allen Hall Renovation and Expansion base building specifications. All Divisions listed above shall be enforced as they apply to the data center.

II. SUPPLEMENTAL INSTRUCTIONS/CLARIFICATIONS:

A. Subcontractor shall include, but not be limited to, the following:

1. **QUALIFICATIONS:** Subcontractors intending to bid this project shall be required to meet all of the qualification terms and conditions as outlined below.
 - a. **BONDING CAPACITY** – Subcontractor shall have minimum of \$4 million performance and payment bond capabilities for this project. *Provide in writing the name, address and phone number of bonding surety and agent.*
 - b. **PROJECT EXPERIENCE** – Subcontractor must have *completed* a minimum of 3 data centers of similar size and complexity within the past 7-years. Provide, in writing, a list of your firm's successful projects similar in size, scope, value, and complexity to this project. The list shall include initial contract value, total change order amount, description of project, and duration of project. Include General Contractor and Owner contact names and phone numbers as references.
 - c. **DEMONSTRATED MANPOWER SUCCESS** – Provide manpower data on three similar projects including: 1) total manhours worked, 2) average number of tradespersons during the project, 3) maximum tradespersons (peak) during the project and, 4) number of OSHA recordable injuries during the project.
 - d. **PROJECT TEAM EXPERIENCE** – Provide names and resumes of proposed personnel for the project. At a minimum, include project manager, field foreman(men), and detailer. Team members must have experience with projects of similar construction type, size, cost, and complexity. Include Owner, General Contractor and Engineer / Architect references with each resume.
2. Electrical Subcontractor shall act as a Prime Contractor to all low voltage sub-tiers and other specialty vendors required under this Bid Package. Electrical Subcontractor shall take full responsibility for managing sub-tier contractors including, but not limited to enforcing schedule requirements, procure and review submittals, coordinate space and clearance requirements, coordinate interface requirements, expedite deferred submittals, enforce safety requirements, facilitate communication with CM/GC and University personnel, etc.
3. Subcontractor shall coordinate with Access Flooring, Mechanical, and Controls Interface Subcontractors etc. and shall execute the "Trade Interface Agreement" (see Exhibit "H") which shall further define the coordination of work. The execution of the "Trade Interface Agreement" shall be made in the spirit of cooperation among trades to provide a good faith review of the work and to provide the CM/GC and Owner with complete, operational systems.
4. Subcontractor shall specifically expedite certain submittals for the purpose of assisting in establishing layout for the access floor pedestals, access tiles, and ceiling infrastructure.
5. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the

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time work is performed and it is understood that rerouting of conduit, relocating of equipment, etc. for coordination purposes shall be part of Subcontractor's work.

6. Subcontractor shall furnish and install all normal and standby power distribution apparatuses including the main-tie-main switchboard, transformers, panels, raceways, feeders, and branch wiring.
7. Subcontractor shall furnish and install all data center power distribution and monitoring including, but not limited to uninterruptable power supply units (UPS), power distribution units (PDUs), and cabinet distribution units (CDUs), raceways, busways, feeders, branch wiring, and grounding in strict accordance to the Contract Documents.
8. Subcontractor shall furnish and install specialty systems such as the emergency power off (EPO) system, fire alarm system, and heat trace in strict accordance to the Contract Documents and manufacturer recommendations.
9. Subcontractor shall be responsible for all power monitoring equipment, programming, wiring, raceways, and interface with the private network and Siemens BAS system including, but not limited to main electrical distribution, ATS status, UPS, UPS bypass panel, battery monitoring, PDUs, fire alarm, EPO, and CDUs in accordance with the Contract Documents. For example, Subcontractor shall include all equipment and wiring on the left side of Siemens BAS System shown on the schematic diagram on sheet E4.40. All power monitoring shall be provided or converted to the data protocol required in the Contract Documents. Any gateways and/or switches necessary to achieve the specified protocol shall be the responsibility of this Subcontract.
10. Subcontractor shall make electrical connections for all equipment furnished by the Owner or other trades as shown in the Contract Documents.
11. Includes all electrical work and electrical items which are indicated or required by the Contract Documents including, but not limited to Architectural and/or Mechanical drawings whether or not indicated on the electrical drawings.
12. It is understood that the scope of the work includes all Division 26 Specifications Sections, 260126 through 265100 inclusive, and that no work required under those sections is excluded unless specifically excluded in the Bid.
13. Subcontractor shall provide all required design-build scopes within Division 26, including permits and engineering.
14. Subcontractor shall provide electrical systems in accordance with the codes and authorities having jurisdiction.
15. Subcontractor shall provide a complete design/build access controls system including, but not limited to infrastructure, devices, panels, and power supplies for a complete system. Includes line voltage power and connections and any interfacing transformers for complete electrical operation of all door hold open devices and/or other electrical hardware requirements. Includes the home run to the private network in the data center.
16. Subcontractor shall connect all electrified hardware, including magnetic locks, door position switches, electrified exit devices, and electric strikes. Includes low and/or line voltage control wiring, installation and connections as required for complete electrical operation and electrical hardware requirements as indicated in the Contract Documents.

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17. Subcontractor shall provide a complete design/build video surveillance and intrusion detection system in accordance to the Contract Documents. This scope shall include, but not be limited to design and engineering, rack-mount video server, software, programming, cameras, contacts, cabling, panels, etc. for a complete system.
18. Subcontractor shall provide telecommunications systems complete as indicated by the Contract Documents including, but not limited to telecommunications server racks and cabinets, network cabinets, monitoring/control equipment cabinets, cable tray, ladder racks, ISO-bases, backboards, grounding, and all mounting hardware, etc. Subcontractor shall be responsible to tie system into existing campus utilities for a fully operational system.
19. Subcontract shall include all voice / data cabling, as defined in the Contract Documents.
20. Subcontractor shall include the design/build fire alarm system complete including deferred submittals, design, interface with EPO, and connection to the existing system.
21. Subcontractor shall connect to heat trace wiring and the panel shown on M4.02. All controls, wiring, gateways, programming, and interface with the DDC shall be the responsibility of the Mechanical Subcontract.
22. Subcontractor shall provide seismic restraints including engineered stamped shop drawings as required by Contract Documents.
23. Subcontractor shall specifically follow requirements of Airtight Construction for Sound Control including, but not limited to, supplying and installing insulation, caulking and putty pads associated with the electrical scope of work.
24. Subcontractor shall provide sealant, including link seals, at all wall, slab, or roof penetrations.
25. Subcontractor shall provide all required fixture slack wires and bracing to structure.
26. The Subcontract amount includes the cost of all permits, plan review fees, and inspections required for the Work.
27. Subcontractor shall fully participate in trade coordination, including but not limited to providing complete CADD drawings for the purpose of composite drawing creation, and attendance at trade coordination meetings.
28. Subcontractor shall coordinate all electrical systems specified in the Contract Documents such as lighting control, doors, fire alarm, etc. to ensure compatibility and functionality of systems provided under this Subcontract and with systems provided by others such as the controls system (BAS), elevators, etc. All connections, gateways and terminations between these systems shall be included in this contract, unless specifically indicated as "By Others" in the Contract Documents.
29. Subcontractor shall fully participate in the commissioning process, including but not limited to manpower, temporary load banks, temporary equipment, testing apparatuses, manufacturer technicians, documentation, tools and equipment, as defined in the Contact Documents and as further directed by the Contractor or Commissioning Agent.
30. After the substantial completion of equipment installation, the Subcontractor shall provide competent field technician(s) to schedule and meet its manufacturer technicians, perform troubleshooting, and to provide full technical support to the integration process, led by the Controls Contractor. The Subcontractor shall provide a sufficient presence of on-site personnel until the data center is fully commissioned.

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31. Subcontractor to provide VFDs, motor starters, and disconnects as required and defined by Contract Documents, including start-up. This work shall be coordinated with the Mechanical Subcontractor.
32. Subcontractor shall assist with the installation of in-row cooling units; supply of units shall be by Mechanical Subcontractor. All power connections to in-row cooling units shall be included in this Subcontract.
33. Subcontractor shall provide all roof sleeves and flashings as required at their roofing penetrations.
34. As some piping and conduit may be installed after structural foundations have been completed, the Subcontractor shall take all precautions necessary to ensure the structural integrity of all building foundations.
35. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the time of piping and relocating of equipment, etc. for coordination purposes and shall be part of Subcontractor's work.
36. Subcontractor shall comply with all design-build requirements as required for applicable scopes of work, including, but not limited to submitting wet stamped-engineered drawings to the AHJ, procuring a permit for all deferred submittals as indicated in the Contract Documents and meeting the requirements of the AHJ.
37. Subcontractor shall design, furnish and install all seismic supports, frames, bracing, hangers, embeds, sleeves, and layout required. This includes all wet-stamped engineered drawings for components and submission of such to the AHJ.
38. Subcontractor shall furnish and install all equipment supports, frames, bracing, hangers, embeds, sleeves, link seals and layout required. (Sleeves in slabs shall be "flush type" to allow place and finish of concrete to occur without disruption to this operation).
39. Subcontractor shall use all precautions necessary to avoid damage of hollow metal frames and gypsum wall systems to prevent paint touch-ups at a later date. Damage of walls and frames due to Subcontractor's installation operation shall be repaired at the expense of this subcontractor.
40. The Allen Hall building floors 1 through 3 will be occupied during the data center project. Subcontractor shall not shut down existing facilities at any time during construction. Temporary utilities may need to be installed to insure no interruption to the existing services. Any shut downs shall be authorized in writing 10 days prior to start of work.
41. Subcontractor shall provide all core drilling, saw cutting, torching, etc., through any and all materials, including, but not limited to concrete, steel and CMU, as required for installation of this scope of work, including penetrations not specifically indicated but required for proper coordination. Subcontractor shall include identification of structural reinforcement prior to cutting.
42. In the case of an inconsistency between Contract Documents including Plans, Specifications, and the Trade Interface Agreement, etc., the better quality or greater quantity of work shall be provided.

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43. Subcontractor shall use all precautions necessary to avoid damage to adjacent finishes. Damage to existing finishes due to Subcontractor's installation operation shall be repaired at the expense of this Subcontractor.
44. Subcontractor shall expedite equipment required to build a mock-up as specified in the Contract Documents. Subcontractor shall build the mock-up shown in the Contract Documents as well as mount plug strips and other equipment that is to be installed inside the server cabinets for Owner approval.
45. Subcontractor shall expedite all submittals and shall provide submittals for both Phases 1 and 2 despite the implementation of a single phase.
46. Subcontractor shall provide equipment sized to fit openings in structure at time of delivery. This includes manufacturing, delivery and connections of multiple-sectioned equipment as required.
47. All truck traffic entering and leaving the project site at 13th Avenue shall be accompanied by flagging personnel with paddle board and high-visibility clothing. The intersection of 13th Avenue and University Avenue is highly congested.
48. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work.
49. Subcontract amount includes costs of all mobilizations as required to meet the schedule requirement dictated by the CM/GC.
50. Subcontractor shall clean up daily and remove from the jobsite all trash and debris, which has accumulated or accumulates as a result of its operations.
51. Subcontractor shall provide its own specific layout and elevation control. Contractor will provide a minimum of one control line in each direction and one elevation benchmark.
52. Subcontractor is responsible for all offloading, handling, hoisting, lifting, man hoisting and scaffolding required to perform the work of this package.
53. The data center is in a basement with limited access. The access for large material unloading and distribution shall be through an areaway on the south of Allen Hall. Subcontractor shall provide their own unloading, hoisting, scaffolding and distributing of materials. All labor and materials for rigging, pumping and hoisting of materials shall be the responsibility of the Subcontractor.
54. Subcontractor shall be responsible for all material and man hoisting as required for the completion of their scope of work, including scaffolding as required.
55. Subcontractor shall inspect the work area prior to the start of their work and notify the General Contractor in writing of any unacceptable conditions. Commencement of work signifies acceptance of the jobsite conditions as is.
56. Subcontractor shall be responsible for any and all material escalation costs for the duration of the project.
57. Space for delivery and storage of materials is limited on this project. Subcontractors will need to plan and schedule deliveries on a "just-in-time" basis. Subcontractors shall coordinate all deliveries with CM/GC so they can be off-loaded and immediately moved into areas of the building as not to hinder work of other trades.

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58. Subcontractor shall provide protection and/or repair, if damaged by Subcontractor's operations, to any and all existing improvements, utilities, and/or appurtenances.
59. Subcontractor shall work all necessary overtime to meet the schedule expectations of the CM/GC.
60. Subcontractor shall meet or exceed all related LEED requirements and recommendations. Subcontractor shall provide requested documentation, recycle waste, provide recycled materials when available, provide VOC compliant material when available and provide materials manufactured and harvested within 500 miles when available.
61. All work under this Subcontract shall be phased in accordance with the Project Construction Schedule (Exhibit "C") and Site Logistics Plan (Exhibit "D"). Work progress will not necessarily be in the most efficient manner for the Subcontractor. Subcontractor shall provide assistance in assembling the Schedule in the best interest of the Owner and Contractor.
62. Lease Crutcher Lewis, LLC (CM/GC) is committed to maintaining a safe work place. Subcontractors performing work with exposure to a fall shall submit their safety plan for eliminating accidents prior to commencement of work at the job site. All work shall be performed in strict accordance with Federal and State (OSHA) standards for a Safe Work Place. As required to perform this scope of work, the complete fall protection system, including but not limited to railings, tie-off points, cable, fall arrest, harnesses, spotters, etc, will be the responsibility of Subcontractor. Safety tool box meetings shall be conducted weekly with topics and attendance for same to be submitted to the Project Superintendent.

SCHEDULE AND MANPOWER GUARANTEE:

Schedule of this work is of primary importance. Subcontractor shall provide manpower and commitment to meet schedule objectives determined but not limited to Project Master Schedules, Short Interval Construction Schedules, Coordination Meetings, and CM/GC personnel.

DESIGN ASSIST RESPONSIBILITIES/ AGREEMENT:

If the Engineering Consultants design is not in agreement with the CM/GC's estimate at the time of bid award, then the architect, Engineers, CM/GC, Owner and respective Subcontractor shall make whatever efforts necessary to come into agreement within 15 days, including but not limited to: Program Revisions, Design Revisions and providing additional construction options. The CM/GC, Owner, Architect and Subcontractor agree to provide full resources to achieve this effort.

B. Unit Prices

Subcontractor shall provide a lump sum price for the scope listed below. The price shall include all labor, material, subcontracting, detailing, taxes, fees, markups, and insurance.

1. COORDINATION / 3D MODELING:

The electrical contractor shall be responsible for coordinating electrical and data center equipment with other disciplines (i.e. mechanical, fire protection, structure, etc.). The design team has electronic files available in REVIT-Mechanical format.

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Upon receiving a letter of intent, the Subcontractor shall commence work on the model immediately and shall complete the model in accordance with the Project Construction Schedule. Coordination meetings will be scheduled with other trades to review conflicts and provide solutions. The Subcontractor will be responsible for reporting clash detection, resolving minor clashes, and revising the model as necessary throughout the project. Regularly updated electronic models shall be provided to the CM/GC.

The Subcontractor shall also account for hard copy submission of the coordination drawings to the Architect and Engineers for approval. Hard copies of various plans, sections, and details shall also be provided to other trades for use during construction.

C. Exclusions

1. Supply of in-row coolers

D. Alternates

Phase 2 Bid.....\$_____ (list on bid form)

Reference Alternates #1 – 5 listed under Specification 01-23-00

1. DEDUCTIVE ALTERNATE #1: Delete heat recovery system electrical service and connections.
2. DEDUCTIVE ALTERNATE #2: Delete manual transfer switch for portable generator connection. All underground conduits have been installed under the base project. Subcontractor shall deduct the MTS and associated connections. Subcontractors shall pull cable from the data center main-tie-main switchboard to a weatherproof cabinet capable of housing the cabling. The Subcontractor shall also include terminations to the secondary end of the standby service transformer (transformer furnished and installed under separate contract).
3. DEDUCTIVE ALTERNATE #3: Delete high density cabinet row #4 and supporting electrical equipment.
4. ALTERNATE #4A: Reference Contract Documents
5. ALTERNATE #4B: Reference Contract Documents
6. ALTERNATE #5: Per sheet E2.05, use Starline busway in lieu of distribution specified.

END OF SECTION

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Bid Package #4

“DATA CENTER MONITORING, CONTROLS & SYSTEM INTEGRATION”

- 1.1 **Bid Date/Instructions:** Bids shall be received at the offices of Lease Crutcher Lewis (CM/GC), 600 SW 10th Ave., Suite 310, Portland, Oregon 97205, or by facsimile to (503) 223-2874 no later than **2:00 p.m. PST, Tuesday, April 17, 2012**. Written confirmation of facsimile bids must be received at the above address within three (3) calendar days of date of bid.
- 1.2 **Pre-Bid Conference:** A **non-mandatory** pre-bid conference will be held at the University of Oregon, Allen Hall Lewis Project Offices, at 1020 University Street, Eugene, OR 97403, on **April 3, 2012 at 1:00 p.m.**

I. DESCRIPTION OF WORK:

The Work shall include, but not be limited to, providing all labor, supervision, tools, materials, equipment, detailing and drafting, product data/engineering, shop drawing, submittals, plant/shop fabrications, and transportation to provide **Data Center Monitoring, Controls & System Integration** work complete in strict accordance with the Contract Documents, including but not limited to, the following:

A. Specification <u>Division 1</u>	entitled <u>General Requirements*</u>
B. Specification Section <u>01-23-00</u>	entitled <u>Alternates</u>
C. Specification Section <u>01-45-50</u>	entitled <u>Mock-Ups</u>
D. Specification Section <u>01-91-13</u>	entitled <u>General Commissioning Requirements</u>
E. Specification <u>Division 21</u>	entitled <u>Fire Suppression (as related)*</u>
F. Specification <u>Division 23</u>	entitled <u>Mechanical (as related)*</u>
G. Specification Section <u>23-08-00</u>	entitled <u>HVAC Commissioning</u>
H. Specification Section <u>23-09-00</u>	entitled <u>Instrumentation and Control</u>
I. Specification Section <u>23-64-00</u>	entitled <u>Air Cooled Chillers (as related)</u>
J. Specification Section <u>23-64-27</u>	entitled <u>Water to Water Heat Pump Chillers (as related)</u>
K. Specification Section <u>23-81-22</u>	entitled <u>Computer Room Air Conditioning Units (as related)</u>
L. Specification Section <u>23-81-23</u>	entitled <u>Computer Room In-Row Coolers (as related)</u>
M. Specification Section <u>23-81-24</u>	entitled <u>Computer Room In-Rack Cabinet Cooler (as related)</u>
N. Specification <u>Division 26</u>	entitled <u>Electrical (as related)*</u>
O. Specification Section <u>26-08-00</u>	entitled <u>Electrical Commissioning (as related)</u>
P. Specification Section <u>26-09-13</u>	entitled <u>Electrical Monitoring and Controls</u>
Q. Specification Section <u>26-24-13</u>	entitled <u>Main-Tie-Main Switchboard (as related)</u>
R. Specification Section <u>26-24-72</u>	entitled <u>Data Center Power Distribution Unit (as related)</u>
S. Specification Section <u>26-33-53</u>	entitled <u>Uninterruptible Power Supply Systems (as related)</u>

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T. Specification <u>Division 27</u>	entitled <u>Communications (as related)*</u>
U. Specification Section <u>27-05-36</u>	entitled <u>Cable Trays for Communications Systems (as related)</u>
V. Specification Section <u>27-11-00</u>	entitled <u>Telecommunications Equipment (as related)</u>
W. Specification <u>Division 28</u>	entitled <u>Electronic Safety & Security (as related)*</u>
X. Specification Section <u>28-08-00</u>	entitled <u>Electronic Safety and Commissioning</u>

* Reference Allen Hall Renovation and Expansion base building specifications. All Divisions listed above shall be enforced as they apply to the data center.

II. SUPPLEMENTAL INSTRUCTIONS/CLARIFICATIONS:

A. Subcontractor shall include, but not be limited to, the following:

1. **QUALIFICATIONS:** Subcontractors intending to bid this project shall be required to meet all of the qualification terms and conditions as outlined below.
 - a. PROJECT TEAM EXPERIENCE – Provide names and resumes of proposed personnel for the project. At a minimum, include the project manager and technician / lead integrator. Team members must have experience with projects of similar construction type, size, cost, and complexity. Include Owner, General Contractor and Engineer / Architect references with each resume.
 - b. INTEGRATION COMMITMENT – Subcontractor shall provide statement in writing that they understand their role as project integrator responsible for reviewing, coordinating, and providing comments to equipment submittals; provide program design, on-site programming, wiring, network connections, troubleshooting, testing, and commissioning.
2. Subcontractor shall coordinate with Electrical, Fire Sprinkler, etc. contractors and shall execute the "Trade Interface Agreement" which shall further define the coordination of work. The execution of the "Trade Interface Agreement" shall be made in the spirit of cooperation among trades to provide a good faith review of the work and to provide the Contractor and Owner with complete, operational systems (see Exhibit "H").
3. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the time work is performed and it is understood that rerouting of wiring and relocating of equipment, etc. for coordination purposes shall be part of Subcontractor's work.
4. Subcontractor shall provide systems in accordance with the codes and authorities having jurisdiction.
5. Subcontract amount includes the cost of all permits, plan review fees, and inspections required for the work. Specifically, Subcontractor shall be responsible for the low voltage permit.
6. Subcontractor shall furnish and install all sensors, actuators, panels, gateways, and wiring associated with the monitoring and controls interface as depicted in the schematic on sheet M6.02.

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7. Subcontractor shall furnish in-line control devices to be installed by the Mechanical Contractor.
8. All control wiring and other low voltage wiring, including associated raceways, required to complete the Controls scope of work shall be included in this bid package.
9. Subcontractor shall provide all power supplies required to step line voltage down to control voltage. Connection to one side of said power supplies shall be included in this Bid Package
10. Subcontractor shall provide BAS computer workstations, software, and multiple owner training courses for the Data Center Automation System.
11. Subcontractor shall assume the role of lead integrator with responsibilities that include the following: review, coordinate, and provide comments to equipment submittals, including those from other Subcontractors / vendors; provide program design, on-site programming, wiring, network connections, troubleshooting, testing, commissioning, etc. in strict accordance to the Contract Documents and to ensure a complete and operable data center.
12. As some piping and conduit may be installed after structural foundations have been completed, the Subcontractor shall take all precautions necessary to ensure the structural integrity of all building foundations.
13. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work. Some conflicts may still occur at the time of piping, and relocating of equipment, etc. for coordination purposes shall be part of Subcontractor's work.
14. Subcontractor shall not shut down existing facilities at any time during construction. Temporary utilities may need to be installed to insure no interruption to the existing services. Any shut downs shall be authorized in writing prior to start of work.
15. Subcontractor shall fully participate in the commissioning process including, but not limited to manpower, temporary equipment, testing apparatuses, manufacturer technicians documentation, tools and equipment, as defined in the Contract Documents and as further directed by the Contractor or Commissioning Agent.
16. After the substantial completion of major installations, the Subcontractor shall provide full-time competent field technician(s) to schedule and meet its manufacturer technicians, perform troubleshooting, and to coordinate requirements with other Subcontractors. The Subcontractor shall provide a sufficient presence of on-site personnel until the data center is fully commissioned.
17. In the case of an inconsistency between Contract Documents, including Plans, Specifications, and the Trade Interface Agreement, etc., the better quality or greater quantity of work shall be provided.
18. Subcontractor shall be responsible for all fire caulking through rated assemblies.
19. All truck traffic entering and leaving the project site at 13th Avenue shall be accompanied by flagging personnel with paddle board and high-visibility clothing. The intersection of 13th Avenue and University Avenue is highly congested.
20. Subcontractor shall coordinate with work indicated for other trades and existing construction to ensure adequate clearances for Subcontractor's work.

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21. Subcontract amount includes costs of all mobilizations as required to meet the schedule requirement dictated by the CM/GC.
22. Subcontractor shall clean up daily and remove from the jobsite all trash and debris, which has accumulated or accumulates as a result of its operations.
23. Subcontractor shall provide its own specific layout and elevation control. Contractor will provide a minimum of one control line in each direction and one elevation benchmark.
24. Subcontractor is responsible for all offloading, handling, hoisting, lifting, man hoisting and scaffolding required to perform the work of this package.
25. The data center is in a basement with limited access. The access for large material unloading and distribution shall be through an areaway on the south of Allen Hall. Subcontractor shall provide their own unloading, hoisting, scaffolding and distributing of materials. All labor and materials for rigging, pumping and hoisting of materials shall be the responsibility of the Subcontractor.
26. Subcontractor shall be responsible for all material and man hoisting as required for the completion of their scope of work, including scaffolding as required.
27. Subcontractor shall inspect the work area prior to the start of their work and notify the General Contractor in writing of any unacceptable conditions. Commencement of work signifies acceptance of the jobsite conditions as is.
28. Subcontractor shall be responsible for any and all material escalation costs for the duration of the project.
29. Space for delivery and storage of materials is limited on this project. Subcontractors will need to plan and schedule deliveries on a "just-in-time" basis. Subcontractors shall coordinate all deliveries with CM/GC so they can be off-loaded and immediately moved into areas of the building as not to hinder work of other trades.
30. Subcontractor shall provide protection and/or repair, if damaged by Subcontractor's operations, to any and all existing improvements, utilities, and/or appurtenances.
31. Subcontractor shall work all necessary overtime to meet the schedule expectations of the CM/GC.
32. Subcontractor shall meet or exceed all related LEED requirements and recommendations. Subcontractor shall provide requested documentation, recycle waste, provide recycled materials when available, provide VOC compliant material when available and provide materials manufactured and harvested within 500 miles when available.
33. All work under this Subcontract shall be phased in accordance with the Project Construction Schedule (Exhibit "C") and Site Logistics Plan (Exhibit "D"). Work progress will not necessarily be in the most efficient manner for the Subcontractor. Subcontractor shall provide assistance in assembling the Schedule in the best interest of the Owner and Contractor.
34. Lease Crutcher Lewis, LLC (CM/GC) is committed to maintaining a safe work place. Subcontractors performing work with exposure to a fall shall submit their safety plan for eliminating accidents prior to commencement of work at the job site. All work shall be performed in strict accordance with Federal and State (OSHA) standards for a Safe Work Place. As required to perform this scope of work, the complete fall protection system,

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including but not limited to railings, tie-off points, cable, fall arrest, harnesses, spotters, etc, will be the responsibility of Subcontractor. Safety tool box meetings shall be conducted weekly with topics and attendance for same to be submitted to the Project Superintendent.

SCHEDULE AND MANPOWER GUARANTEE:

Schedule of this work is of primary importance. Subcontractor shall provide manpower and commitment to meet schedule objectives determined but not limited to Project Master Schedules, Short Interval Construction Schedules, Coordination Meetings, and CM/GC personnel.

DESIGN ASSIST RESPONSIBILITIES/ AGREEMENT:

If the Engineering Consultants design is not in agreement with the CM/GC's estimate at the time of bid award, then the Architect, Engineers, CM/GC, Owner and respective Subcontractor shall make whatever efforts necessary to come into agreement within 15 days, including but not limited to: Program Revisions, Design Revisions and providing additional construction options. The CM/GM, Owner, Architect and Subcontractor agree to provide full resources to achieve this effort.

B. Exclusions:

1. Installation of valves

C. Alternates:

Phase 2 Bid.....\$_____ (list on bid form)

Reference Alternates #1 – 5 listed under Specification 01-23-00

1. DEDUCTIVE ALTERNATE #1: Delete heat recovery system and associated in-line control devices, system programming, etc.
2. DEDUCTIVE ALTERNATE #2: Delete manual transfer switch for portable generator connection.
3. DEDUCTIVE ALTERNATE #3: Delete high density cabinet row #4 and supporting sensors, wiring, programming, network connections, etc.
4. ALTERNATE #4A: Reference Contract Documents
5. ALTERNATE #4B: Reference Contract Documents
6. ALTERNATE #5: Per sheet E2.05, use Starline busway in lieu of distribution specified.

END OF SECTION

Bid Form

Allen Hall Data Center
University of Oregon
Eugene, Oregon

Bid Date/Time: Tuesday, April 17, 2012 at 2:00 P.M. PST

To: Lease Crutcher Lewis ("CM/GC")
600 SW 10th Avenue, Suite 310
Portland, Oregon 97205
(503) 223-0500
(503) 223-2874 facsimile

From: _____

Phone: _____
Contact: _____

Bids will be received until **2:00 P.M. PST, April 17, 2012.**

Facsimile bids will be permitted (written confirmation with original bid shall be submitted by no later than 3 working days from date of bid opening.)

The undersigned proposes to furnish all labor, materials, equipment, services and incidentals necessary to complete the following described work:

Bid Package # _____

All in accordance with the Invitation to Bid issued by Lease Crutcher Lewis (CM/GC), including but not limited to the Plans and Specifications issued by TBG Architects & Planners / YGH Architecture, and as further identified in the Instructions to Bidders, all for the lump sums of:

Phase 1 Base Bid: \$ _____
(See "Alternates" for Phase 2 bid alternate)

Gift-in-Kind (GIK) – is strongly encouraged for this project. The value indicated will be subtracted directly from the base bid amount shown below to determine the low responsive, responsible bidder.

Gift-in-Kind value: <\$ _____ >

Bidder further agrees to perform **Alternate** and/or **Unit Price** work for the amounts indicated. (List on separate attachment)

Receipt of the following is acknowledged:

1. Lease Crutcher Lewis (CM/GC) **Invitation to Bid** dated March 27, 2012

Proposal submitted and signed by:
Bidders Firm Name and Address:

Date: _____

License No. _____

Signed by (printed or typed)

Bid Form

Allen Hall Data Center
University of Oregon
Eugene, Oregon

A. Alternates:

PHASE 2	\$ _____
Alternate # 1	\$ _____
Alternate # 2	\$ _____
Alternate # 3	\$ _____
Alternate #4A	\$ _____
Alternate #4B	\$ _____
Alternate #5	\$ _____

B. Unit Price (if applies – see specific bid packages):

Unit Price No. 1:	\$ _____ /
Unit Price No. 2:	\$ _____ /
Unit Price No. 3:	\$ _____ /
Unit Price No. 4:	\$ _____ /
Unit Price No. 5:	\$ _____ /

C. Value Engineering:

Value Engineering ideas are strongly encouraged and recommended. Please provide any items/ideas that would be a benefit to this project. (List items on separate attachment).

EXHIBIT "B"

PLANS AND SPECIFICATIONS

ALLEN HALL DATA CENTER UNIVERSITY OF OREGON EUGENE, OREGON

March 27, 2012

Plans and Specifications issued by TBG Architects, Inc. and Subconsultants, as follows:

I. Drawings:

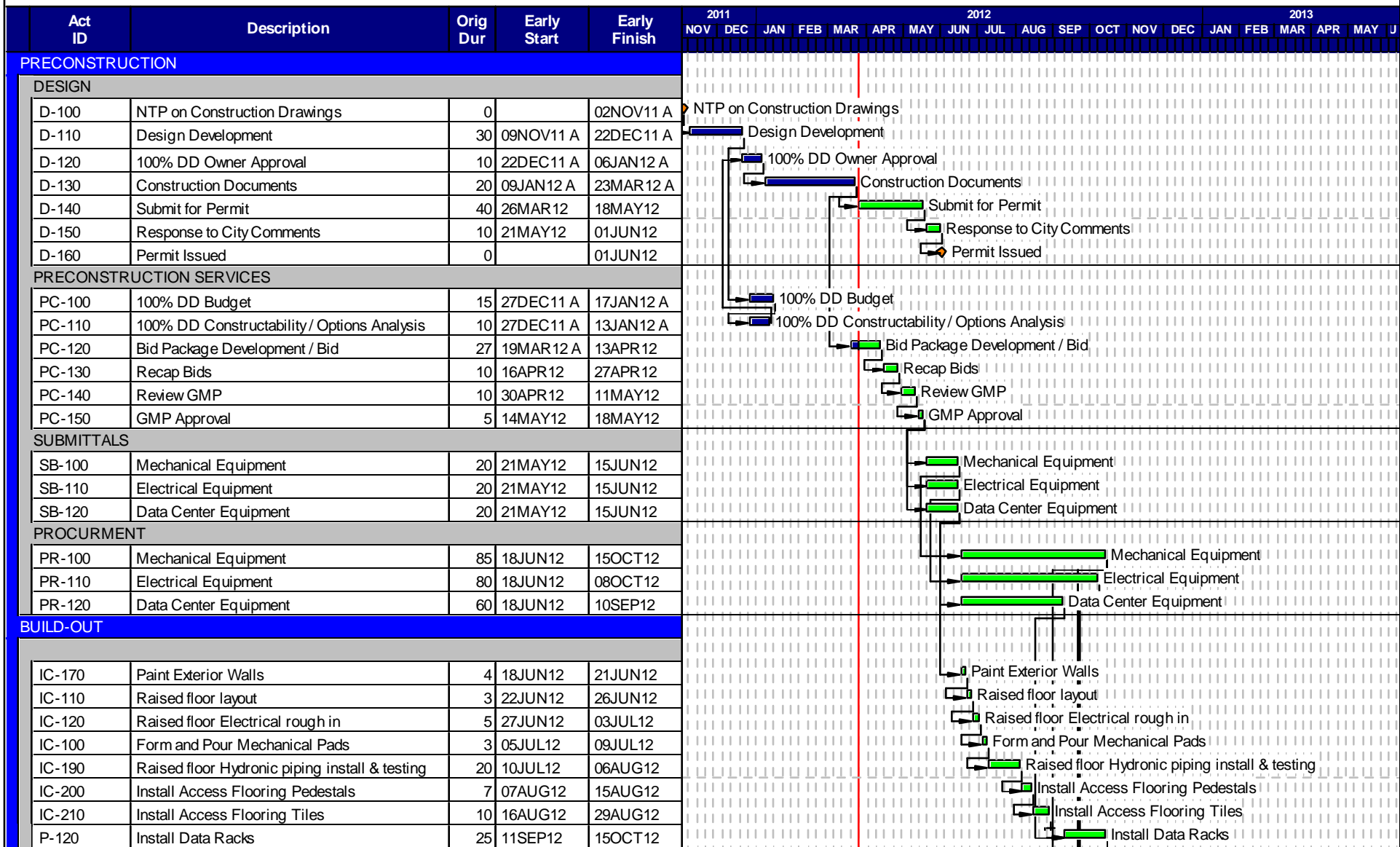
- A. TBG Architects and Planners, Inc. / Yost Grube Hall Architecture, Allen Hall Data Center: **Construction Documents**, dated 3/23/2012

II. Specifications:

- A. TBG Architects and Planners, Inc. / Yost Grube Hall Architecture, Allen Hall Data Center: **Construction Documents Specifications**, dated 3/23/2012
- B. TBG Architects and Planners, Inc. / Yost Grube Hall Architecture, Allen Hall Renovation & Expansion: **Consolidated Set Specifications, Divisions 1, 21, 22, 23, 26, 27, and 28**, dated 9/23/2011
Item B. refers to the Allen Hall base building Specifications that shall supplement and be made part of the Data Center Bid Documents as they apply.

III. Invitation to Bid:

- A. Lease Crutcher Lewis Invitation to Bid and Instructions to Bidders entitled "**Allen Hall Data Center**" dated 3/27/2012



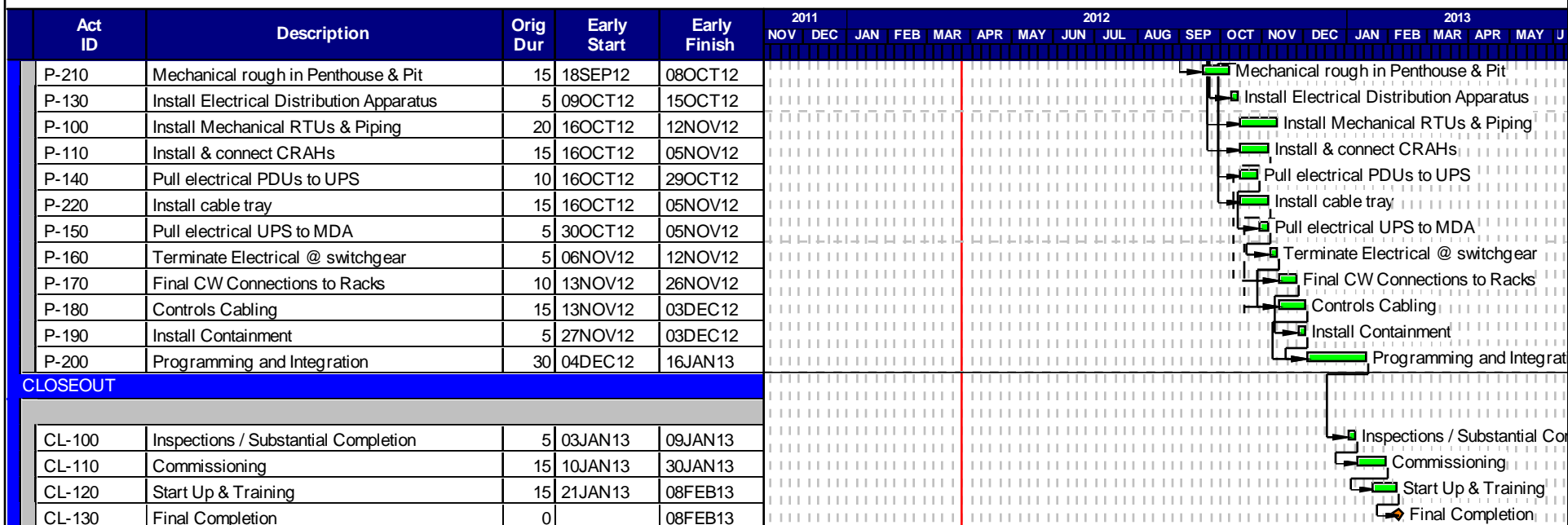
Start date	02NOV11
Finish date	08FEB13
Data date	26MAR12
Run date	26MAR12
Page number	1A
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UO Allen Hall Data Center

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point

Lease Crutcher Lewis

TBG Architects



Start date 02NOV11
 Finish date 08FEB13
 Data date 26MAR12
 Run date 26MAR12
 Page number 2A
 © Primavera Systems, Inc.

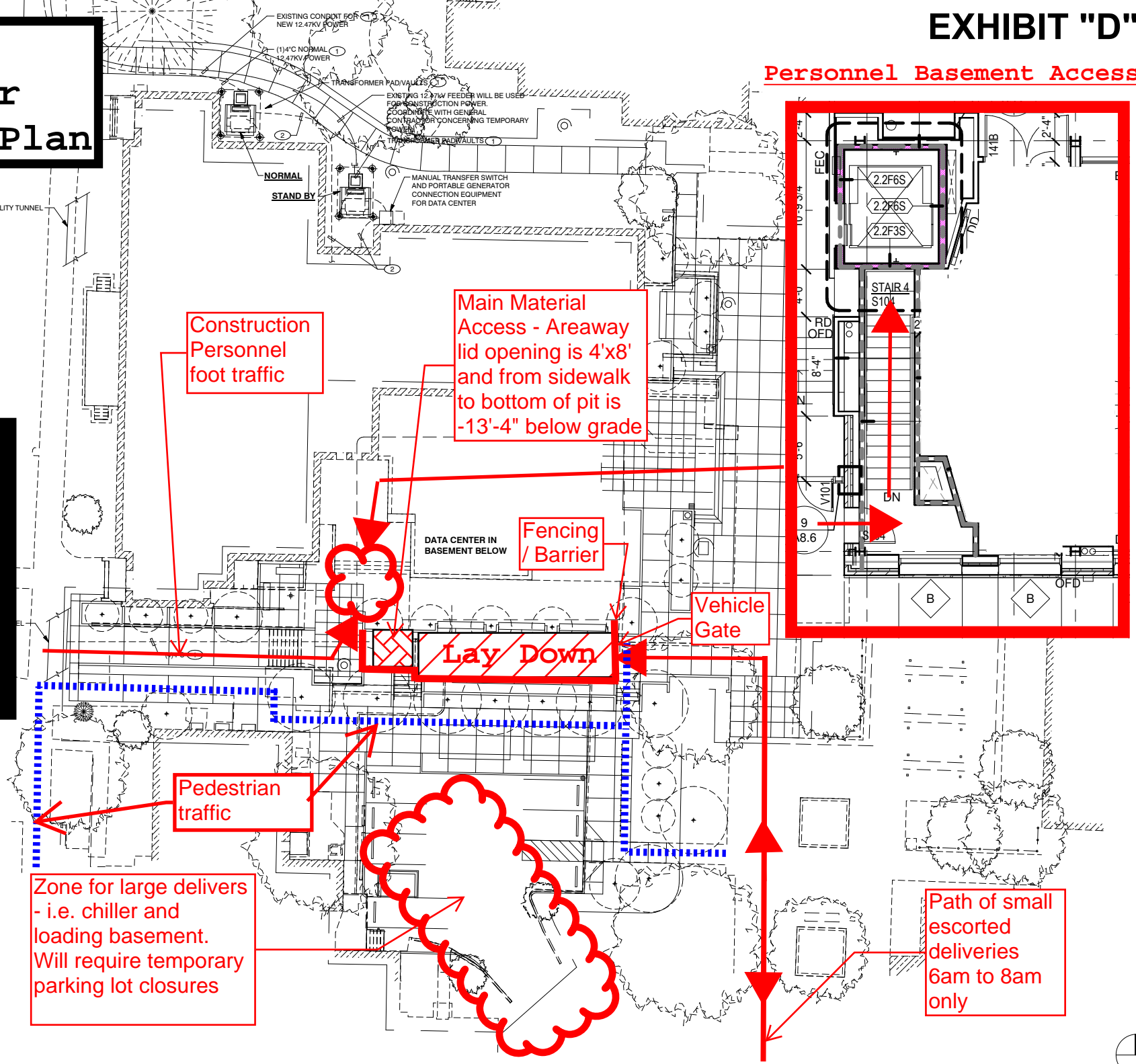
UO Allen Hall Data Center

Allen Hall Data Center Logistics Plan

Personnel Basement Access

Lewis Office

No Craft
Parking Onsite



THIS AGREEMENT is made and entered into by and between **Lease Crutcher Lewis, LLC, 600 SW 10th Avenue, Suite 310, Portland, Oregon 97205, phone: 503.223.0500, fax: 503.223.2874** (the "Contractor") and **Subcontractor Name, Address, phone: 541. . . , fax: 541. . . , attn: Name**(the "Subcontractor").

The Contractor, for the full, complete, and faithful performance of this Subcontract, agrees to pay to the Subcontractor Dollars and no/100 (\$).

In consideration therefore, the Subcontractor agrees as follows:

1. To furnish all labor, material, plant, equipment, services, and supervision to perform all work as described in Paragraph 3 hereof, for the construction of **Allen Hall Data Center** (the "Project") for **University of Oregon, 1276 University of Oregon, Eugene, Oregon 97403, phone: 541.346.5259, attn: Janet Lobue**, (the "Owner"), in accordance with a Contract dated the ___ day of ___ **2010**, between the Owner and the Contractor, and the General and Special Conditions of said Contract, and in accordance with the drawings and specifications and addenda for said construction by **TBG Architects and Planners, Inc., 132 East Broadway, Suite 200, Eugene, Oregon 97401, Attn: Name** (the "Prime Architect") AND **Yost Grube Hall Architecture, 1121 SW 5th Avenue, Suite 2700, Portland, Oregon 97204, Attn: Name** (the "Design Architect"), all of which documents in their entirety are hereinafter referred to as the Main Contract, and by this reference are incorporated herein.
2. To be bound to the Contractor by the terms of said Main Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner (including, without limitation, every part of and all the General Provisions, General and Special Conditions, Drawings, Specifications, and Addenda), in any way applicable to this Subcontract, and also to be bound by the Subcontract General Provisions and Subcontract Special Conditions attached hereto, which are hereby referred to and made part of this Subcontract.
3. To complete that part of the construction of the Project as described and/or required by the following:

INCLUSIONS

EXCLUSIONS

4. To furnish 100% Performance and Payment Bonds if requested at any time by the Contractor. The cost of Bonds is not included in the Subcontract price unless specifically addressed herein. This cost will be added by Subcontract Change Order if furnishing bonds is requested by the Contractor. The Surety and the Performance and Payment Bond forms provided by the Subcontractor are subject to the Contractor's review and final approval. Surety companies executing Bonds must appear on the Department of the Treasury's most recent Federal Register, Fiscal Service Dept. Circular 570, as amended, with a dollar underwriting limitation equal to or greater than the individual bond penalties provided, and be duly licensed to transact business in the state where the Project is located. Further, said Surety companies executing bonds must be rated A-X or better, as listed in Best's most recent Property Casualty Key Rating Guide.

IN WITNESS WHEREOF, the Contractor and Subcontractor have executed this agreement this ___ day of __, **2012**.

Subcontractor

Contractor

Lease Crutcher Lewis, LLC

By (Signature) _____

By (Signature) _____

Print Name _____

Print Name **Matt Baker, Project Manager**

Date _____

Date _____

License No. _____

Construction Contractor's Board No: 92919

SUBCONTRACT GENERAL PROVISIONS**A. EXISTING CONDITIONS AND REQUIREMENTS**

Subcontractor acknowledges its responsibility, prior to entering into this Subcontract, to investigate and familiarize itself, without limitation, with all laws, ordinances, and regulations applicable to the work under this Subcontract; with the availability and adequacy of personnel, workmen, material, supplies, equipment, power, utilities, fuel, etc. and, with respect to each of the foregoing, the cost and suitability thereof; with the prevailing wage scales, union scales, benefits and working conditions, craft jurisdictions, craft area practices, existing labor agreements, including those signed by or on behalf of Contractor; with the Main Contract and content of purchase orders and arrangements for supplies and material to be furnished by Contractor for the use of Subcontractor; with all royalties, underground and site conditions, prevailing weather and climatological conditions and history; and with any other factor or factors which may affect Subcontractor's work under this Subcontract. Subcontractor hereby warrants and agrees that it has investigated all such matters and familiarized itself therewith to the extent that Subcontractor, in its sole discretion, deems necessary. Subcontractor further agrees that Contractor shall not be liable to Subcontractor on any claim for additional payment or additional time or any claim whatsoever if such claim directly or indirectly results from Subcontractor's failure to investigate and familiarize itself sufficiently with the conditions under which this Subcontract is to be performed, including the foregoing, but without restriction thereto, or from any misunderstanding thereof on the part of Subcontractor.

B. SUBCONTRACTING

Subcontractor agrees not to subcontract or sublet any portion of this work without the prior written consent of Contractor. Subcontractor shall promptly submit in writing a list of the work that Subcontractor proposes to subcontract and the name(s) of the proposed subcontractor(s). For the purposes of this agreement, the term Subcontractor shall include subcontractors, agents, and sub-tier subcontractors. Subcontractor further agrees to submit a list of suppliers furnishing materials for this project having a value of \$5,000.00 or more. Subcontractor and supplier list(s) shall be submitted before any payment is made to Subcontractor.

C. SCHEDULE

Subcontractor agrees to start work on the date directed by Contractor and to proceed in a diligent manner in accordance with the Construction Schedule established by Contractor, including any revisions thereto, and to complete the several portions and the whole of the work herein sublet at such times as will enable Contractor and other Subcontractors to comply with the Main Contract. TIME IS OF THE ESSENCE of this Subcontract. Subcontractor agrees to assume liability for and pay any damages assessed by Owner under the terms of the Main Contract for delays caused by the fault or negligence of Subcontractor. Subcontractor agrees to timely furnish to Contractor information as is necessary for Contractor to develop a comprehensive Project Progress Schedule, including information relative to lower tier subcontracts and purchase orders and delivery schedules for Subcontractor material. Subcontractor further agrees to provide information necessary to update and/or revise the Project Progress Schedule as may be required.

Subcontractor agrees to notify Contractor of its objection to, or inability to comply with, any directive, notification, order, schedule, or revision dealing with the time or performance and to do so within seven (7) days of Contractor's issuance of such documents. In the absence of written notice within seven (7) days, Subcontractor agrees that it will be bound by any and all orders, notices, directives, schedules or revisions which may be issued from time to time by Contractor to Subcontractor. If the Main Contract requires shorter time limits for notice, then the shorter time limits shall supersede the time limits set forth in this paragraph.

D. PAYMENT

Subcontractor agrees to submit to Contractor applications for progress payments at such times as will enable Contractor to make applications for progress payments from Owner. Contractor agrees to pay to Subcontractor 90% of Subcontractor's proportionate share of the progress payments allowed to Contractor on account of Subcontractor's work within ten (10) days after receipt by Contractor of progress payments from Owner. Subcontractor further agrees that Contractor shall have no obligation to pay Subcontractor for any work performed or materials or equipment furnished under this Subcontract until Contractor has been paid for such work, materials, and equipment by Owner; such payment by Owner shall be an express condition precedent to any obligation owing by Contractor to Subcontractor to pay for any work, materials, or equipment, including changed or extra work performed by Subcontractor under this Subcontract. Subcontractor agrees that in entering into this Agreement, Subcontractor is relying solely on the credit of Owner, not Contractor, and Subcontractor waives all right

to commence litigation for payment from Contractor until Contractor actually receives payment from Owner for Subcontractor's work.

Subcontractor agrees to pay its obligations, including taxes and labor fringe benefits, promptly as they become due. Subcontractor further agrees that, if any claim is made against either Subcontractor or Contractor arising out of the obligations incurred by Subcontractor in the performance of the Subcontract, Contractor may withhold from payments due, or to become due, to Subcontractor such amounts as are necessary to cover claims and any costs or expenses arising in connection with the legal settlement thereof, including attorney's fees. Contractor may, at its sole discretion, make joint payments to Subcontractor and its creditors at any time Contractor feels it is reasonably prudent to do so. Subcontractor further agrees that, if any lien is filed against the Project, Contractor shall have the right to settle said lien(s) directly and deduct the cost of the settlement from money due Subcontractor. Subcontractor shall promptly reimburse Contractor for any such settlement in the event the settlement exceeds the amount due Subcontractor.

Contractor reserves the right to withhold payments if required submittal literature, shop drawings, samples, manuals, as-built drawings, reports, insurance certificates, and similar documents have not been submitted and approved, or if Subcontractor is behind schedule, or for any material breach of Subcontractor's obligations under this Agreement.

Final payment shall be made within thirty (30) days after completion of the project and acceptance of Subcontractor's work and receipt by Contractor of final payment from Owner, whichever is later. In addition, Contractor shall have the right to require that Subcontractor provide written evidence satisfactory to Contractor that all obligations incurred by Subcontractor in the performance of its work have been paid and that Subcontractor provide lien releases before final payment is made.

No payment, including final payment, shall be evidence of satisfactory performance of the work by Subcontractor, either in whole or in part. No payment shall be construed as an acceptance of incomplete or defective work, and Subcontractor shall remain liable for complete performance of the requirements of its Subcontract.

E. CHANGES

Subcontractor agrees that Contractor may at any time order extra work or make changes by altering, adding to, or deducting from the work. The price and time for such extra work or changes in the work shall be adjusted in a manner that is consistent with the provisions in the Main Contract for ordering extra work or making changes in the work. No extra work or changes in the work shall be performed until authorized and directed in writing by Contractor, who shall have the right to disallow any claim made without such prior written authorization.

Article 6 – Changes in the Work “AIA 111 Modified”

- 6.1 Adjustments to the Contract Price on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of AIA Document A201-1997.**
- 6.1.1 By executing this Agreement, the Subcontractor represents and warrants that the Subcontractor has thoroughly reviewed the Contract Documents, including but not limited to all Drawings and Specifications, and is satisfied with their apparent completeness. Subcontractor further represents and warrants that the Contract Documents, and other materials and information furnished to the Subcontractor by the Owner, describe the scope of the Project and construction requirements of the Work in sufficient detail to enable the Subcontractor to firmly establish the Subcontract Price and the Construction Schedule. The Subcontractor will not be permitted to claim any adjustment in either the Subcontract Price or the Construction Schedule, except for:**

Scope Changes as defined below:

- A. Changes required by governmental authorities and as a result of plan review approvals and inspections by the governing authority that require a modification to the Contract Documents.**
 - B. Changes required by, design enhancements, Owner directed modifications, or changes arising from modifications to the Contract Documents due to design errors or omissions. Excluded from this are items, which could be reasonably inferred from a constructibility review during the bidding phase based on construction means and methods, not design adequacy.**
- “CHANGES IN THE WORK” as determined by methods listed in AIA documents A201-1997.**

F. CLAIMS

Subcontractor agrees that, if it fails to give timely notice of a claim or dispute according to the General Provisions of the Main Contract (or if not covered, within seven [7] calendar days of a problem, dispute, claim or delay event), the claim shall be nonreimbursable and any schedule extension or adjustment requested by Subcontractor shall be deemed waived. This provision shall survive the completion or termination of this Subcontract. Subcontractor shall proceed diligently with its work pending final determination of any dispute or claim.

Any claim by Subcontractor for damages, extra compensation, and/or an extension of time resulting from delays, acceleration, interference, changes in the work, differing conditions, or any other contingency of any nature whatsoever shall be presented within the time limits set forth above, through Contractor to Owner, as provided in the contract documents, and in any event in such time as will enable Contractor to present such claims to Owner for payment or recognition. Subcontractor agrees to be bound by the procedures and forums specified in the Main Contract as Subcontractor's exclusive remedy and Subcontractor specifically agrees that it will not pursue any independent litigation against Contractor with respect to any claim.

Subcontractor shall have full responsibility for the preparation and presentation of any claim presented through Contractor to Owner and shall bear all expenses thereof, including attorney's fees. The only fund from which claims will be paid shall be created by Owner's payment to Contractor. Subcontractor shall not be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive from Owner on account of Subcontractor's claim, less any Contractor mark-ups or costs incurred by Contractor. Subcontractor shall accept such amount, if any, as fully discharging Contractor with respect to such claims.

G. APPLICABLE TAXES AND OTHER OBLIGATIONS

Subcontractor has the status of an employer as defined by the Industrial Insurance, Workman's Compensation and Unemployment Compensation Act, Social Security Act, and other similar acts of the Federal, State, and local government. Subcontractor shall withhold from its payrolls the applicable FICA taxes, worker's compensation contributions, unemployment compensation contributions, and withholding taxes, and pay the same, and Contractor shall in no way be liable as an employer to or on account of any of the employees of Subcontractor. In addition to the requirements of Paragraph D, before final payment is made to Subcontractor, it shall furnish evidence satisfactory to Contractor that it has conformed to all applicable laws, rules, and regulations, and Subcontractor hereby agrees to indemnify Contractor from any and all liability under such laws, rules, and regulations arising from the work performed under this Subcontract.

H. GOVERNMENT REQUIREMENTS / INSPECTIONS

Subcontractor shall comply with all statutes, ordinances, codes, laws, and other regulations and requirements of all authorities having jurisdiction over the work, or any part thereof; give notices to said authorities as required for the inspection of subcontractor's work and procure and pay for all permits, licenses, fees, tests, inspections, and privileges required in the prosecution of its work, except that the General Building Permit only will be obtained and paid for by others. Subcontractor shall request, coordinate, and attend all required inspections.

I. MATERIALS AND EQUIPMENT

All materials delivered by, on account of, or to Subcontractor and intended to be incorporated into the work shall become the property of Owner upon payment for same, but Subcontractor shall remove any surplus materials remaining at the completion of its work unless stipulated otherwise in the Main Contract. Subcontractor shall have the sole responsibility for the security and protection from loss or damage of its materials, tools, and equipment at the jobsite.

J. UNIT PRICES

In the event that this Subcontract contains unit price items, it is understood and agreed that any quantities mentioned are approximate only and are subject to change as required by the Main Contract or as directed by Contractor. Unit prices include the total amount due Subcontractor for the actual quantity, including but not limited to mark-up for overhead and profit.

K. INDEMNIFICATION

Subcontractor shall defend, indemnify, and hold Contractor and Owner harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under this Subcontract by Subcontractor or Subcontractor’s agents, employees, subtier subcontractors, and suppliers to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor’s duty to indemnify Contractor shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of Owner, Contractor, or Contractor’s agent or employees.

Subcontractor’s duty to indemnify Contractor for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor or Contractor’s agents or employees shall apply only to the extent of negligence of Subcontractor or Subcontractor’s agents, employees, and subtier subcontractors and suppliers.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Act, Title 51, RCW (for Washington projects only). Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefits acts.

Subcontractor’s duty to defend, indemnify, and hold Contractor harmless as to all claims, demands, losses, and liabilities shall include Contractor’s personnel related costs, reasonable attorney fees, court costs, and all related expenses.

SIGNATURES

Contractor and Subcontractor hereby certify that these indemnification provisions were mutually negotiated and agreed to by the parties.

Subcontractor	Contractor
	Lease Crutcher Lewis, LLC
By (Signature) _____	By (Signature) _____
Print Name _____	Print Name Matt Baker, Project Manager
Date _____	Date _____
License No. _____	Construction Contractor’s Board No: 92919

L. INSURANCE

Subcontractor shall procure and maintain in force during the performance of work under this Subcontract, or as otherwise required, worker’s compensation insurance, employer’s liability insurance as further described in the Subcontract Special Conditions, and such other insurance as may be required by Contractor or the Main Contract, all in accordance with the requirements of the Subcontract Special Conditions attached hereto.

Subcontractor’s insurance policy shall include endorsements providing Contractor and Owner with at least thirty (30) days prior written notice of cancellation or renewal. Contractor will have the obligation to provide, or cause Owner to provide, only the fire and extended coverage insurance or builder’s risk insurance that is specifically required by the Main Contract with Owner and will be responsible to Subcontractor only to the extent that any claim for loss or damage that Subcontractor may make is reimbursable to Contractor by such insurance. Subcontractor shall provide insurance against any and all other losses that may occur to the work, tools, equipment, facilities and stored materials, including stored material for which it has been paid, and shall make its own provision for reimbursement of such deductible amounts as may be applicable to Contractor or Owner’s insurance. Subcontractor’s liability insurance shall name Contractor and Owner as an additional insured party, along with any other parties required by Main Contract.

Subcontractor's liability insurance is primary as respects coverage afforded to the Contractor and Owner as additional insureds. Prior to starting work, Subcontractor shall furnish Contractor satisfactory evidence in the form of Certificates of Insurance issued by a duly authorized representative of the insurance carriers that all required insurance is in force. No action of Contractor shall be deemed to constitute a waiver of this requirement.

M. TAKEOVER OF THE WORK / TERMINATION

Subcontractor shall commence and at all times carry on, perform, and complete this Subcontract to the full and complete satisfaction of Contractor, Architect, and Owner. It is specifically understood and agreed that, in the event Contractor shall at any time be of the good faith opinion that Subcontractor is not proceeding with diligence and in such a manner as to satisfactorily complete the work within the time scheduled for its work and with the funds remaining in the contract, or if Subcontractor shall fail to immediately correct or re-execute defective work or replace unsatisfactory materials, then, and in that event, Contractor shall have the right, after giving two (2) working days notice, confirmed in writing, to take over the work, or any portion thereof, and to complete, correct, or replace the same at the expense of Subcontractor and terminate this Subcontract without prejudice to Contractor's other rights or remedies for any loss or damages sustained. If such action by the Contractor is necessary, Subcontractor shall be in default of this Subcontract. In case of default by Subcontractor, and the completion of the work by Contractor, Contractor shall be entitled to use Subcontractor's tools, equipment, and plant without cost, liability for depreciation or damage, and without prejudice to Contractor's other rights or remedies for any damage or loss sustained by reason of Subcontractor's default. Any previous demands made on Subcontractor, not followed by a takeover and termination, shall not be deemed a waiver for Contractor's right to do so.

In addition to the grounds for termination set forth in this paragraph, the termination for cause language and/or default language from the Main Contract shall apply in the event of a Subcontractor's unacceptable performance. In addition, it is agreed that Subcontractor's inability to perform administratively, i.e., inability to properly respond to change directives, supply required engineering of submittals, provide current insurance certificates, provide proof of current and valid Contractor registration, provide performance and payment bonds, promptly respond to directives and inquiries, or other demonstration of an inability to professionally conduct business shall be grounds for termination upon two (2) days written notice. In addition, if Subcontractor is insolvent, bankrupt, or otherwise unable to deal with normal costs associated with its work, it shall be deemed immediately in default and shall be terminated.

N. CLEAN UP

Subcontractor shall daily clean up and dispose of, off-site, all refuse and debris caused by or resulting from Subcontractor's operations during the progress of its work, and, upon completion of its work, Subcontractor shall promptly remove all excess materials, tools, equipment, and plant which have been brought on the project by Subcontractor. In the event of the failure of Subcontractor to do any of the foregoing, Contractor, after giving twenty-four (24) hours notice to Subcontractor, may proceed to do so at the expense of Subcontractor.

O. JURISDICTION

This Subcontract shall be governed by the laws in force at the location of the Project unless otherwise specified in the Main Contract. At Contractor's sole option, the venue for all claims, controversies, or disputes arising out of or related to this Agreement or any breach thereof, whether by arbitration or litigation, shall be in Multnomah County, Oregon.

P. BACKCHARGES BETWEEN CONTRACTOR AND SUBCONTRACTOR

Backcharges for work beyond the requirements of this Subcontract, performed by either party for the benefit of the other party, shall be paid for on the basis of direct job cost plus a ten percent (10%) fee for combined overhead and profit. Such backcharges shall be resolved on a monthly basis. All time and materials work performed by Subcontractor must be agreed to in writing and substantiated by written authorization by Contractor. Labor time (including supervision) shall be submitted to Contractor the day the labor is performed. The signature of the project superintendent acknowledges labor performed and not necessarily agreement that the work is beyond the requirements of this Subcontract.

Q. EMPLOYMENT REGULATIONS

Subcontractor shall comply with all Federal, State, and local Equal Employment Opportunity, Affirmative Action and Non-Discrimination Laws, Regulations, Directives and Programs that are applicable to the work being performed under this

Subcontract. Subcontractor will ensure that all facilities and company activities are non-segregated, except that separate or single-use toilets or necessary changing facilities may be provided to assure privacy between the sexes.

R. SAFETY

Contractor is committed to maintaining a safe work place. Subcontractor agrees to take necessary safety and other precautions, at all times, to prepare for and perform the work in a safe manner and to protect persons from illness or injury and property from damage arising out of the performance of the work. Subcontractor agrees and is responsible to ensure that all sub-tier subcontractors and suppliers adhere to the requirements of this Safety clause.

Subcontractor shall take all necessary safety precautions pertaining to its work and the conduct thereof, including but not limited to, compliance with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or other, the federal Occupational Safety and Health Act, the Washington Industrial Safety and Health Act (Washington projects only), and any safety measures requested by Contractor. Subcontractor shall, at all times, be responsible for providing a safe work site and be responsible for the safety of all personnel, equipment, and materials within Subcontractor's care, custody, or control. Subcontractor shall promptly provide Contractor with written notice of any safety hazard or violation found anywhere on or adjacent to the construction site.

- a. Subcontractor shall provide all safety equipment required to safely perform its work.
- b. Subcontractor shall develop a site specific safety plan (hereinafter "Safety Plan") that identifies all anticipated hazards that will most likely be encountered in all phases of the project and which identifies the specific means that will be used to address those hazards. The Safety Plan shall be submitted to Contractor prior to Subcontractor commencing work on the project site or at any off-site location not owned and under the exclusive control of Subcontractor. The Safety Plan shall comply in all respects with the Oregon Occupational Safety Hazard Act (OSHA) / Washington Industrial Safety and Health Act (WISHA) (Washington projects only) all regulations promulgated thereunder, and all other applicable federal, state, or local statutes, regulations, ordinances, or rules. Subcontractor may not commence work on the site or at any off-site location subject to this paragraph until its Safety Plan has been submitted to Contractor.
- c. Subcontractor shall, prior to commencing work, have in place an Accident Prevention Program that complies in all respects with the Oregon Occupational Safety Hazard Act (OSHA) / Washington Industrial Safety and Health Act (WISHA) (Washington projects only) and all regulations promulgated thereunder. As part of its Accident Prevention Program, Subcontractor shall establish and enforce a disciplinary schedule for safety violations. The disciplinary schedule shall be enforceable regardless of who discovers the safety violation(s).
- d. Subcontractor agrees to fully cooperate with Contractor in the preparation and implementation of any job site safety plans or safety incentive or recognition programs for the Project. Subcontractor agrees to cooperate fully with Contractor in scheduling and ensuring attendance at safety meetings.

Subcontractor agrees to submit itself to and fully cooperate with periodic audits, assessments, reviews and/or training programs designed to ensure compliance with any applicable Safety Plan or Accident Prevention Program.

- e. Subcontractor shall submit to Contractor, on a weekly basis, copies of all documentation maintained by Subcontractor pertaining to safety, implementation of its Safety Plan and Accident Prevention Program, as well as all documentation relating to Subcontractor's compliance with any other job site safety plans applicable to its work.
- f. Subcontractor acknowledges the importance of compliance with the safety related programs and requirements of this subcontract and no action or inaction of contractor shall be deemed to cause a waiver of the requirements of this paragraph.

To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold Contractor and Owner harmless from all OSHA and WISHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Subcontractor's failure to comply with any safety related laws, ordinances, rules, regulations, orders, or its obligations hereunder. The indemnity obligation of subcontractor shall include all costs, expenses, and attorney fees reasonably incurred by contractor.

S. WARRANTY

Subcontractor guarantees and warrants its work to the extent required by the Main Contract and as stipulated by this Subcontract. At a minimum Subcontractor shall warranty all work performed under this Subcontract to be free from defects in material and workmanship for a minimum of one year from project completion. Subcontractor shall promptly accomplish all required corrections, replacements, and repair work at no cost to Contractor or Owner. The obligations of this paragraph shall survive the completion or termination of this Subcontract.

T. AUTHORIZED REPRESENTATIVE / EMPLOYEES

Subcontractor shall have a representative acceptable to Contractor and Owner on site at all times during performance of its work with authority and responsibility to make immediate decisions on its behalf. Subcontractor's representative shall attend scheduled job meetings and other meetings as requested by Contractor and submit daily field reports, indicating manpower and work accomplished, in a form acceptable to Contractor.

Subcontractor agrees to promptly remove from the job any of its employees who are unsatisfactory to Contractor or Owner.

U. MATERIAL HANDLING

Subcontractor shall arrange, provide and pay for its own shipping, unloading, hoisting, handling, and distribution requirements unless herein specifically agreed otherwise. Subcontractor shall pay all costs associated with trucking permits, street closure permits, flagging, and traffic control required for delivery and handling of Subcontractor's material and equipment.

V. HAZARDOUS SUBSTANCES

Subcontractor shall comply with WAC 296-62-054 through WAC 296-62-05425 Hazard Communication Standard (**Washington projects only**) and all other applicable hazardous waste regulations under federal, state, or local laws. Subcontractor shall have on file with Contractor all Material Safety Data Sheets for any and all hazardous substances covered under the OR-OSHA statutes and WISHA statutes listed above or other applicable laws before commencing work. Subcontractor shall, prior to commencing work, inform the Project Superintendent of its intent to use any hazardous substance at the Project and shall continuously update the Project Superintendent of any new hazardous substances brought on site during construction. Failure to comply with this paragraph may result in fines and damages being assessed to the Subcontractor. Subcontractor shall indemnify and hold Contractor harmless for all costs and expenses, including attorneys fees, arising from the use or discharge of any hazardous substance by Subcontractor at or off the Project Site.

W. AS-BUILTS

Subcontractor shall continuously update a set of as-built drawings as the job progresses and provide final as-built drawings and operation and maintenance information when the work is substantially completed.

X. CONFLICTS IN DOCUMENTS

In case of conflict between the Main Contract and this Subcontract, the terms, provisions and conditions of this Subcontract shall prevail.

Y. TRADE AGREEMENTS

Subcontractor shall comply with all labor agreements applicable to Contractor insofar as they apply to workmen employed by the Subcontractor.

The terms and conditions of this Subcontract shall supersede those of any prior proposal or bid, including the quantities or amounts of material to be furnished. Titles of paragraphs contained herein are for convenience only and are not necessarily a precise definition, nor do paragraphs necessarily provide all information indicated by title.

SUBCONTRACT SPECIAL CONDITIONS

The following Subcontract Special Conditions shall supplement and, where applicable, take precedence over the Main Contract Provisions and the Subcontract General Provisions. However, nothing in these Subcontract Special Conditions shall act to waive the provisions and requirements of Paragraph 2 of the Subcontract Agreement, insofar as they are otherwise applicable to the Subcontract.

1. INSURANCE

1.1. Subcontractor's Liability Insurance

1.1.1. Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations under this agreement whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts, which are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than its employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1.1.2. Coverage Forms

- a. Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01) and shall include the following coverage extensions: Stop Gap Liability and Per Project Aggregate (CG 25 03).

In addition, **Lease Crutcher Lewis, LLC., The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, their officers, employees and agents are included as additional insured** shall be named as additional insureds (form CG 20 10 11/85 edition or equivalent coverage form that applies to both ongoing operations and completed work) with respect to work performed by or for the Subcontractor on behalf of the Contractor.

Subcontractor's general liability insurance shall be primary as respects Contractor and Owner, and any other insurance maintained by Contractor or Owner shall be excess and not contributing insurance with Subcontractor's insurance.

Subcontractor shall maintain completed operations liability insurance for a period of twenty-four months following completion of Subcontractor's work.

- b. Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form (CA 00 01).
- c. Subcontractor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.

In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.

- d. All workers' compensation insurance companies shall have a Best's rating of "A-VII" or better.

- 1.1.3. Subcontractor's Liability insurance, as required by subparagraphs 1.1.1 and 1.1.2 shall be written for not less than the following limits of liability.
- a. Worker's Compensation
 - Statutory Bodily Injury by Accident or Disease
 - b. Employer's Liability
 - \$1,000,000 Bodily Injury by Accident - Each Accident
 - \$1,000,000 Bodily Injury by Disease - Policy Limit
 - \$1,000,000 Bodily Injury by Disease - Each Employee
 - c. General Liability - Bodily Injury, Personal Injury, and Property Damage
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence

Stop Gap Liability

 - \$ 500,000 Each Accident
 - \$ 500,000 Disease - Policy Limit
 - \$ 500,000 Disease - Each Employee
 - d. Automobile Liability
 - \$1,000,000 Bodily Injury and Property Damage - Per Accident
 - e. Subcontractor shall provide an umbrella policy in excess of \$3,000,000.
- 1.1.4. Certificates of Insurance evidencing the above coverages shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall show that Contractor and Owner have been named as additional insureds on the general liability policy (and excess liability policy, if any), and that such policies provide primary coverage with respect to Contractor and Owner. In addition, such certificates shall provide Contractor with 45 days notice in case of cancellation or non-renewal, except 10 days for non payment of premium.
- 1.2. Property Insurance
- 1.2.1. Contractor shall have the obligation to provide, or cause Owner to provide, only fire and extended coverage insurance or builder's risk insurance that is specifically required by the Main Contract with Owner and will be responsible to Subcontractor only to the extent that any claim for loss or damage that Subcontractor may make is reimbursable to Contractor by such insurance.
 - 1.2.2. Subcontractor shall provide insurance against any and all other losses that may occur to the work, tools, equipment, facilities, and stored materials, including stored materials for which it has been paid, and shall make its own provision for reimbursement of such deductible amounts as may be applicable to Contractor or Owner's insurance.
 - 1.2.3. Coverage Forms
 - Subcontractor's Equipment insurance shall provide coverage for physical damage to Subcontractor's owned, leased, rented, or borrowed equipment used on the jobsite, including continuing rental charges.
 - Subcontractor shall waive all rights against Contractor and Owner for damages covered by such insurance.
 - 1.2.4. All Property insurance companies shall have a Best's rating of "A-VII" or better.
 - 1.2.5. Certificates of Insurance evidencing the above coverage shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.

2. SUBMITTALS

- a. Subcontractor shall submit within 15 days of award of Subcontract:
1. One reproducible and 6 blueline copies of shop drawings for approval. Reproducible will be returned to Subcontractor with approval and/or corrections noted. Correct and resubmit shop drawings on same basis if required.
 2. 6 copies of catalog data, brochures, material schedules, etc.
 3. 3 each samples and/or mock ups.
- b. All submittals shall be accompanied by a Letter of Transmittal. Any proposed modification to the Contract Documents must be specifically described in the Letter of Transmittal and conspicuously called out on the Shop Drawings.
- c. Approval of submittals shall not relieve Subcontractor from full compliance with the Main Contract.
- d. Any damages incurred because of improper or untimely submittals will be for Subcontractor's account.

3. PROGRESS PAYMENTS

Subcontractor's Progress Payment Requests must be received at Contractor's office by the 25th day of each month to receive consideration. Progress Payment requests must include a certification from Subcontractor stating that its subcontractors, suppliers and all others have been paid for their work on the project through Subcontractor's previous month's Payment Request. **Payment requests shall be submitted on Subcontractor's Application for Payment forms provided by Contractor.**

Prior to Final Payment, Subcontractor shall certify in writing that it has no claims (other than retention) against Owner, Architect or Contractor in connection with this project.

4. CONTRACT PLANS AND SPECIFICATIONS

The Main Contract Plans and Specifications, Alternates, and/or other Documents are identified in Exhibit ___ dated _____, 2012, all of which, by this reference, are incorporated herein.

5. OVERTIME AND/OR SHIFT WORK

If overtime and/or shift work is required to meet project schedule requirements, all costs associated with such work shall be included in the Subcontract price and made clear to Contractor at the time of Subcontract execution so that provisions can be made to accommodate such operations. In the event that Contractor directs additional overtime or shift work (solely at Contractor's discretion and not due to Subcontractor's failure to meet the project schedule), additional compensation shall be limited to the wage premium costs (including applicable benefits).

6. DESIGN/BUILD REQUIREMENTS

Subcontractor agrees that any design consultation and/or services that are provided as a part of this Subcontract shall be provided at no additional cost to Contractor, Architect or Owner. Subcontractor further agrees that any design provided will comply with all applicable laws, ordinances, codes, and regulations..

7. OWNER'S OCCUPANCY OF BUILDING

Owner shall continue to occupy all adjacent building including _____ throughout the course of the project. Subcontractor to make no claims relating to Owners occupancy of existing buildings.

8. FEDERAL GOVERNMENT CONTRACTS

N/A

9. STATE, COUNTY AND CITY CONTRACTS

Subcontractor agrees to comply with Oregon BOLI requirements including but not limited to appropriate prevailing wages and certified payroll.

Subcontractor shall provide proof of the BOLI public works bond as required by the State to be filed with the Construction Contractors Board. All associated costs are included as part of this Subcontract.

10. PAYMENT FOR MATERIALS STORED OFF-SITE

If Subcontractor is seeking progress payments for materials stored off-site, then the provisions of Contractor's Exhibit "F" shall apply. (Available upon request)

11. COST PROPOSALS

From time to time, the Subcontractor will be requested to provide proposals for changes in the Work. The change proposals shall be submitted in a timely fashion as state in each proposal request and shall be in the following format:

- a. Quantities of the various materials unit costs and totals;
- b. Units, unit costs and totals for labor (direct labor man-hours and wages by craft);
- c. Equipment costs in breakdown form;
- d. Material quotes from vendors in breakdown form;
- e. Quotes from Sub-subcontractors (if applicable) in breakdown form.

Subcontractor change order mark-up shall be as follows:

Labor	15%
Equipment	10%
Materials	10%
Sub-Tier Subcontractors	5%

Note: Mark-up includes overhead and profit, cost of insurance, bonds, general administration, supervision, superintendant, office personnel, travel, subsistence, small tools, safety, consumables, and other incidental expenses. No other secondary mark-ups will be considered or allowed under the terms of this agreement.

All deductive changes will use the same percentages for mark-ups.

12. INTERPRETATION OF CONTRACT DOCUMENTS

In the case of an inconsistency between plans, specifications instructions to bidders or within any document not clarified by addendum, the better quality or greater quantity of work shall be provided.

If Subcontractor finds discrepancies in, or omissions from the Contract Documents, or if the Subcontractor is in doubt as to their meaning, the Subcontractor shall at once notify the Contractor.

April 25, 2012

Name, Inside Address

Subject: Allen Hall Data Center
Purchase Order No.

Dear :

Attached please find two original Purchase Order documents for the above-referenced project. If you find it to be in order, please sign and return both originals to our office within five days. We will sign both originals and return one to you for your records.

Also enclosed are two copies of our Subcontractor's Application for Payment. Please complete and furnish this form along with your regular invoice for each payment application. This will expedite payment and assist us in complying with Owner requirements. (Delete this paragraph, if not applicable to Subcontractor).

Sincerely,

Matt Baker
Project Manager

PC10602

Enclosures

cc: SF
Accounting



PURCHASE ORDER

600 SW 10th Ave., Suite 310
 Portland, Oregon 97205
 T: 503.223.0500
 F: 503.223.2874
 CCB 92919 WA REG# LEASECL990DA

IMPORTANT: OUR P.O. NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES

Date P.O. No.
 To Ship to

Attn
 Telephone
 Fax



Project No. **PC10602** Cost Code
 Ship When Ship Via **Your Conveyance**

FOB **Allen Hall Expansion & Remodel**



QTY	DESCRIPTION	UNIT PRICE	TOTAL

TOTAL

In accepting this order, you contract to comply with specifications and plans accompanying same. Copies of same may be reviewed at our office. You will comply with all Federal, State, City, County, or other laws, ordinances, and regulations governing same and will make a delivery on required dates. Materials and/or labor shall be to the satisfaction and acceptance of Lease Crutcher Lewis, L.L.C., Owner, Architect, or Engineer in charge. In case of delay caused by failure to furnish materials and/or labor as required, all expenses incurred as a result of such delay, plus costs in collecting same, may be charged against those failing to furnish the materials and/or labor. No change or substitution will be allowed without written authorization.

Purchase Order General Provisions attached hereto are hereby incorporated in this agreement.

SIGNATURES

Authorized by (Signature)		Lease Crutcher Lewis, LLC (Signature)	
Print Name		Print Name	Matt Baker, Project Manager
Date		Date	

A. OBLIGATIONS

Supplier agrees to be bound to the Contractor by the terms of said Main Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner (including, without limitation, every part of and all the General Provisions, General and Special Conditions, Drawings, Specifications, and Addenda), in any way applicable to this Purchase Order, and also to be bound by the Purchase Order General Provisions and Purchase Order Special Conditions attached hereto, which are hereby referred to and made part of this agreement.

B. SCHEDULE

Supplier agrees to start work on the date directed by Contractor and to proceed in a diligent manner in accordance with the Construction Schedule established by Contractor, including any revisions thereto, and to complete the several portions and the whole of the work herein sublet at such times as will enable Contractor to comply with the Main Contract. TIME IS OF THE ESSENCE of this Purchase Order. Supplier agrees to assume liability for and pay any damages for delays, including but not limited to liquidated damages, caused by the fault or negligence of Supplier. Supplier agrees to timely furnish to Contractor information as is necessary for the Contractor to develop a comprehensive Project Progress Schedule. Supplier further agrees to provide information necessary to update and/or revise the Project Progress Schedule as may be required.

Supplier agrees to notify Contractor of its objection to, or inability to comply with, any directive, notification, order, schedule, or revision dealing with the time or performance and to do so within seven (7) days of Contractor's issuance of such documents. In the absence of written notice within seven (7) days, Supplier agrees that it will be bound by any and all orders, notices, directives, schedules or revisions which may be issued from time to time by Contractor to Supplier.

C. PAYMENT

Supplier agrees to submit to Contractor applications for progress payments at such times as will enable Contractor to make applications for progress payments from Owner. Contractor agrees to pay to Supplier **90%** of Supplier's proportionate share of the progress payments allowed to Contractor on account of Supplier's work within ten (10) days after receipt by Contractor of progress payments from Owner. Supplier further agrees that Contractor shall have no obligation to pay Supplier for any work performed or materials or equipment furnished under this Purchase Order until Contractor has been paid for such work, materials, and equipment by Owner; such payment by Owner shall be an express condition precedent to any obligation owing by Contractor to Supplier to pay for any work, materials, or equipment, including changed or extra work performed by Supplier under this Purchase Order. Supplier agrees that in entering into this Agreement, Supplier is relying solely on the credit of Owner, not Contractor and Supplier waives all rights to commence litigation for payment from Contractor until Contractor actually receives payment from Owner for Supplier's work.

D. GOVERNMENT REQUIREMENTS/INSPECTIONS

Supplier shall comply with all statutes, ordinances, codes, laws, and other regulations and requirements of all authorities having jurisdiction over the work, or any part thereof; give notices to said authorities as required for the inspection of Supplier's work and procure and pay for all permits, licenses, fees, tests, inspections, and privileges required in the prosecution of its work, except that the General Building Permit only will be obtained and paid for by others. Supplier shall request, coordinate, and attend all required inspections.

E. UNIT PRICES

In the event that this Purchase Order contains unit price items, it is understood and agreed that any quantities mentioned are approximate only and are subject to change as directed by Contractor. Unit prices include the total amount due Supplier for the actual quantity, including but not limited to mark-up for overhead and profit.

F. SUBMITTALS

- a. Supplier shall submit within _____ days of award of Purchase Order:
 1. One reproducible and _____ blueline copies of shop drawings for approval. Reproducible will be returned to Supplier with approval and/or corrections noted. Correct and resubmit shop drawings on same basis if required.
 2. _____ copies of catalog data, brochures, material schedules, etc.

3. _____ each samples and/or mock ups.
- b. All submittals shall be identified by applicable specification section and accompanied by a Letter of Transmittal. Any proposed modification to the Contract Documents must be specifically described in the Letter of Transmittal and conspicuously called out on the Shop Drawings.
- c. Approval of submittals shall not relieve Supplier from full compliance with the Main Contract.
- d. Any damages incurred because of improper or untimely submittals will be for Supplier's account.
- e. Following receipt of approved shop drawings, revise as indicated and submit six (6) blue-line prints to the Contractor for record and for coordination with other trades.
- f. The Building Department requires shop drawings/submittals for post tensioned slab, steel stairs, precast concrete, structural steel fireproofing, fire sprinklers, stand pipe and fire alarms. Supplier will provide these shop drawings/submittals as applicable in addition to the copies noted above.
- g. Product substitutions are not allowed except at the sole discretion of the Architect. For products that are proposed as substitutions for the specified product, there shall be a product substitution as request submitted which indicates product comparisons to confirm equal or better quality and performance of the substituted product. Supplier shall provide the specified product in the absence of the Architect's written approval of the substitution request.

G. CONTRACT PLANS AND SPECIFICATIONS

The Main Contract Plans and Specifications, Addenda, and/or other Documents are identified in Attachment "_____", all of which by this reference are incorporated herein.

H. DESIGN/BUILD REQUIREMENTS

Supplier agrees that any design consultation and/or services that are provided as a part of this Purchase Order shall be provided at no additional cost to Contractor, Architect or Owner. Supplier further agrees that any design provided will comply with all applicable laws, ordinances, codes and regulations.

I. STREET USE

Trucking delivery times may be restricted by the City of **Eugene**. Any trucking permits, required to make deliveries shall be obtained and paid for by Supplier, and all cost for trucking shall be included in the Purchase Order.

Supplier shall comply with City of **Eugene** noise and traffic ordinances and trucking routes as may be applicable to the project site and truck routes.

J. TAKEOVER OF THE WORK/TERMINATION

Supplier shall commence and at all times carry on, perform, and complete this Purchase Order to the full and complete satisfaction of Contractor, Architect, and Owner. It is specifically understood and agreed that, in the event Contractor shall at any time be of the good faith opinion that Supplier is not proceeding with diligence and in such a manner as to satisfactorily complete the work within the time scheduled for his work or if Supplier shall fail to immediately correct or re-execute defective work or replace unsatisfactory materials, then, and in that event, Contractor shall have the right, after giving two (2) working days notice, confirmed in writing, to take over the work, or any portion thereof, and to complete, correct, or replace the same at the expense of Supplier and terminate the Supplier without prejudice to Contractor's other rights or remedies for any loss or damages sustained. If such action by the Contractor is necessary, Supplier shall be in default of this Purchase Order. Any previous demands made on Supplier, not followed by a takeover and termination, shall not be deemed a waiver for Contractor's right to do so.

In addition, it is agreed that Supplier's inability to perform administratively, i.e. inability to properly respond to change directives, supply required engineering or submittals, provide current insurance certificates, provide proof of current and valid Contractor registration, provide performance and payment bonds, promptly respond to directives and inquiries, or other demonstration of an inability to professionally conduct business shall be grounds for termination upon two (2) days written notice. In addition, a Supplier who is insolvent, bankrupt, or otherwise unable to deal with normal costs associated with his work shall be deemed immediately in default and shall be terminated.

In addition to the grounds for termination set forth in this paragraph, the termination for cause and/or convenience language and/or default language from the Main Contract shall apply in the event of a Supplier's unacceptable performance or termination for convenience by Owner or Contractor.

K. WARRANTY

Supplier guarantees and warrants its work to the extent required by the Contract Document. At a minimum, Supplier shall warrant all work performed under this Purchase Order to be free from defects in material and workmanship for a minimum of one year from project substantial completion. Supplier shall promptly accomplish all required corrections, replacements, and repair work at no cost to Contractor or Owner. The obligations of this paragraph shall survive the completion or termination of this Purchase Order.

L. EXTRA COSTS

If Supplier claims that any instructions or information result in extra costs under this agreement, he shall give the Contractor written notice thereof within five (5) working days after the receipt of such instructions, and in any event, before proceeding with the work. No claim for extra costs shall be valid unless the Contractor agrees in writing to such extra costs.

Supplier shall be fully and solely responsible for presentation, explanation, documentation and all other substantiation of its costs for which it has or will request payment or reimbursement and shall bear all expenses with respect to substantiation of its costs. To the extent provided by law or the main contract, Supplier shall be subject to and shall comply with any and all audit or other investigative or review requirements and shall immediately reimburse and make payments to the Contractor if it is determined that the Supplier has overcharged for any work performed.

M. SETTLEMENT OF DISPUTES

In the event of any disputes between Contractor and Supplier due to any action of Owner or involving the Contract Documents, Supplier agrees to be bound to Contractor to the same extent that Lease Crutcher Lewis, L.L.C. is bound to the Owner by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Contract Documents, or by law, whether or not Supplier is a party to such proceedings. Pending settlement of any such dispute, Supplier shall proceed with its work without interruption or delay.

Notwithstanding the above, good faith mediation is a condition precedent to arbitration or litigation. Persons with authority to resolve the dispute shall be present at the mediation. If the parties do not otherwise agree on a mediation service, such service shall be provided pursuant to the Voluntary Construction Mediation Rules of the American Arbitration Association. Unless the parties otherwise agree, there shall be one mediation at the conclusion of the Project. Unless the parties otherwise agree, the mediation shall occur in Multnomah County, Oregon.

N. TOXIC AND HAZARDOUS WASTES

Supplier shall comply with Oregon Hazard Communication Standards/ Washington Hazard Communication Standards and all other applicable hazardous waste regulations under federal, state, or local laws. Supplier shall have on file with contractor all Material Safety Data Sheets for any and all hazardous substances covered under the OSHA/ WISHA statutes listed above or other applicable laws before commencing work. Supplier shall, prior to commencing work, inform the Project Superintendent of its intent to use any hazardous substance at the Project and shall continuously update the Project Superintendent of any new hazardous substances brought on site during construction. Failure to comply with this paragraph may result in fines and damages being assessed to the Supplier.

Supplier shall indemnify and hold Contractor harmless for all costs and expenses, including attorney's fees, arising from the use or discharge of any hazardous substance by Supplier at or off the Project Site.

O. RULES, REGULATIONS AND CODES

Supplier shall comply with all Federal, State and Local codes, ordinances, rules, regulations, etc., of the various agencies, utilities, and municipalities which have jurisdiction over the work. Non-familiarity with a requirement shall not relieve the Supplier from full responsibility for compliance.

P. ASSIGNMENT

Supplier shall continue to perform, at the Owner's discretion, under its Purchase Order in the event the Main Contract is terminated or Owner takes over the Work. Supplier agrees to an assignment of its Purchase Order to Owner or Owner's designee as provided in the Contract Documents provided Owner continues to pay progress payments to Supplier according to the terms of the Purchase Order.

Q. CHANGES

Supplier agrees that Contractor may at any time order extra work or make changes by altering, adding to, or deducting from the work. The price and time for such extra work or changes in the work shall be adjusted in a manner that is consistent with the provisions in the Main Contract for ordering extra work or making changes in the work. No extra work or changes in the work shall be performed until authorized and directed in writing by Contractor, who shall have the right to disallow any claim made without such prior written authorization.

R. CLAIMS

Supplier agrees that, if it fails to give timely notice of a claim or dispute according to the General Provisions of the Main Contract (or if not covered, within seven [7] calendar days of a problem, dispute, claim or delay event), the claim shall be non-reimbursable and any schedule extension or adjustment requested by Supplier shall be deemed waived. This provision shall survive the completion or termination of this Subcontract. Supplier shall proceed diligently with its work pending final determination of any dispute or claim.

Any claim by Supplier for damages, extra compensation, and/or an extension of time resulting from delays, acceleration, interference, changes in the work, differing conditions, or any other contingency of any nature whatsoever shall be presented within the time limits set forth above, through Contractor to Owner, as provided in the contract documents, and in any event in such time as will enable Contractor to present such claims to Owner for payment or recognition. Supplier agrees to be bound by the procedures and forums specified in the Main Contract as Supplier's exclusive remedy and Supplier specifically agrees that it will not pursue any independent litigation against Contractor with respect to any claim.

Supplier shall have full responsibility for the preparation and presentation of any claim presented through Contractor to Owner and shall bear all expenses thereof, including attorney's fees. The only fund from which claims will be paid shall be created by Owner's payment to Contractor. Supplier shall not be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive from Owner on account of Supplier's claim, less any Contractor mark-ups or costs incurred by Contractor. Supplier shall accept such amount, if any, as fully discharging Contractor with respect to such claims.

S. JURISDICTION

This Purchase Order shall be governed by the laws in force at the location of the Project unless otherwise specified in the Main Contract. At Contractor's sole option, the venue for all claims, controversies, or disputes arising out of or related to this Agreement or any breach thereof, whether by arbitration or litigation, shall be in Multnomah County, Oregon.

T. MATERIAL QUALITY

Materials condemned by the Contractor, Architect/Engineer or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from the Contractor be immediately removed by the Supplier. Failure of the Contractor to immediately condemn any work or materials as installed shall not in any way waive the contractor's right to object thereto at any subsequent time.

U. CONFLICTS IN DOCUMENTS

In case of conflict between the Main Contract and this Purchase Order, the terms, provisions and conditions of this Purchase Order shall prevail.

The terms and conditions of this Purchase Order shall supersede those of any prior proposal or bid, including the quantities or amounts of material to be furnished.

V. PAYMENT FOR MATERIALS STORED OFF-SITE

If Subcontractor is seeking progress payments for materials stored off-site, then the provisions of Contractor's Exhibit shall apply.

Exhibit “H”
TRADE INTERFACE AGREEMENT

PROJECT: University of Oregon – Allen Hall Data Center

PARICIPTANTS: Lease Crutcher Lewis General Contractor (General Contractor)
Fire Protection Subcontractor (FP)
Mechanical Subcontractor (HVAC)
Electrical Subcontractor (ELECTRICAL)
Controls Subcontractor (CONTROLS)

The intent of this document is to coordinate the responsibilities of the participants in order to avoid conflicts between trades and to provide complete systems.

DEFINITIONS:

Specification Division 21: Specification for work generally provided by the Fire Suppression Subcontractor.

Specification Division 20, 22-23: Specification for work generally provided by the Plumbing / HVAC and Controls Subcontractors.

Specification Division 26-28: Specification for work generally provided by the Electrical Subcontractor.

Provide: Work to include all labor, material, plant, tools, shop submittal, shop fabrication, and equipment as required for a complete operable system as indicted and specified (to furnish, store, set in place, install, connect, startup and test, and transfer O&M manuals to CM/GC).

Furnish: Work to include all material, equipment, plant, shop submittal, shop fabrication, cost to deliver to the project site, and transfer O&M manuals to CM/GC. Upon delivery, the delivery agent shall obtain the signature of a representative of the addressee authorized to receive the delivered item. In the case of integral items that are received by a Subcontractor for installation by another Subcontractor, the receiving Subcontractor shall receive the item and store as directed. At the request of the installing Subcontractor, the receiving Subcontractor shall transfer the item to the installing Subcontractor at the stored location and obtain the signature of the representative of the installing Subcontractor.

Install: Work to include receiving the material at project site, store (unless storage is by another Subcontractor) as directed, inventory, file notices of claims for damaged or shorted materials, uncrate, dispose of packing, set in place and secure as required, transfer O&M manuals to CM/GC (if packed with item), connect and startup and test.

Connect: Work to include making conduit and wire, plumbing, gas, or ventilation connections to equipment installed by Subcontractor or other Subcontractors. Connection shall include furnishing and installing any disconnects, valves, pressure reducers, dampers, etc., not furnished with the equipment, but required for a complete installation.

BAS: Building Automation System.

FADS: Fire Alarm and Detection System.

Integral: Physically part of or physically separate but furnished with equipment by the equipment manufacturer.

AGREEMENT

It is agreed that, collectively, the participants will coordinate the work of each trade, and between them, the work will be fully coordinated to provide the Owner with complete operating systems. This Interface Agreement attempts to establish the assignment of the various items of work by trade, but nothing within this Agreement, by its inclusion or its exclusion, shall abrogate the commitment by the participants to provide the Owner with complete operating systems. Jurisdictional decisions which change the assignments contained in this agreement shall be fairly compensated for between the participants.

Specific assignments are as follows:

1. Motor Starters

- a. MECHANICAL shall provide all motor starters, except for specialty motor starts such as VFDs, multi-speed, or reversing.
- b. MECHANICAL Subcontractors shall furnish motor starters when integral with the mechanical equipment.
- c. Division 23 Subcontractors shall provide ELECTRICAL with a list of all motor starters, including size and heater/thermal overload requirements that are to be provided by ELECTRICAL. However, ELECTRICAL shall have the primary responsibility to provide motor starters in the event of conflicting or incomplete information.
- d. ELECTRICAL shall provide branch circuit power wiring for all motor starters.

2. Disconnects

- a. ELECTRICAL shall provide disconnects as required by the applicable edition of the National Electrical Code.
- b. ELECTRICAL assumes that all packaged mechanical equipment requires a single power connection and, if required by NEC, one disconnect. If actual requirements are different, the affected Subcontractor shall transmit the information to ELECTRICAL and CM/GC.

- c. MECHANICAL shall furnish disconnects when integral with the mechanical equipment.

3. **Power for Mechanical Systems**

- a. ELECTRICAL shall provide power connections to mechanical equipment in accordance with the MECHANICAL Subcontractor’s equipment schedules and shop drawings. Power requirements shall be provided to ELECTRICAL. Changes to the requirements that require additional cost, shall be paid for by the MECHANICAL Subcontractor making the change.
- b. ELECTRICAL shall size overcurrent protection, conductors, and conduit for motors based on the applicable edition of the NEC unless otherwise noted on the MECHANICAL Subcontractor’s information provided to ELECTRICAL.
- c. For proper sizing of overcurrent protective devices, conductors, and conduit, MECHANICAL Subcontractors shall provide the following information for all equipment where applicable, or not included in Contract Documents.

- Voltage and Phase
- Motor HP
- Resistance Heat KW
- MCA (Minimum Circuit Amps)
- FLA (Full Load Amps) or RLA (Running Load Amps)
- MFS (Maximum Fuse Size)
- Maximum HACR Circuit Breaker
- Motor Starting Current
- AIC Rating of Equipment

For packaged equipment, provide data for all components (motors, heat, etc.) It is assumed that the starting method of the motors within equipment is non-concurrent.

4. **Control Wiring for Mechanical Systems**

- a. HVAC shall provide all low voltage thermostats.
- b. CONTROL subcontractors shall provide all control wiring. Both line voltage and low voltage required to control all equipment and systems specified under Division 23.
- c. CONTROL subcontractor shall provide all sensors, actuators, in-line control devices, panels, and gateways necessary to control and monitor Mechanical equipment.
- d. CONTROL subcontractor shall provide programming for the specified sequence of operation of mechanical systems.
- e. MECHANICAL subcontractor shall provide all gateways necessary for mechanical equipment communication to the BAS.
- f. MECHANICAL subcontractor shall provide all control valves that come integral and/or as a kit with the mechanical equipment.
- g. All line voltage thermostats shall be furnished by HVAC and shall be installed by HVAC. ELECTRICAL Contractor is responsible for all line voltage control wiring, as specified for a complete operational system.

5. **Life Safety System**

- a. ELECTRICAL shall provide all fire alarm system equipment and wiring unless otherwise noted in this agreement.
- b. FP shall furnish and install sprinkler water flow detectors, valve monitoring, (tamper) switches, exterior water gong, and make final adjustments to devices for proper operation. All device locations and quantities shall be indicated on the FP and the fire alarm design shop drawings. ELECTRICAL shall provide connections between the monitored devices and the FADS for monitoring and annunciation by the fire alarm system.
- c. ELECTRICAL shall provide all heat detectors and smoke detectors. MECH shall install all duct smoke detectors and duct air flow detectors. MECH and ELECTRICAL shall coordinate the location of the duct smoke detectors and duct air flow detectors and the locations shall be indicated on both the fire alarm design shop drawings and the duct work shop drawings. ELECTRICAL shall make fire alarm monitoring wiring connections to duct smoke detectors and duct air flow detectors.
- d. ELECTRICAL shall provide all evacuation signal devices, except that ELECTRICAL shall furnish evacuation devices to ELEVATOR for installation in elevator cabs by ELEVATOR. ELEVATOR shall provide wiring from elevator cab room to the interface junction box located in the elevator control room or if required to a room near the elevator control room (depending on elevator code). ELECTRICAL shall provide wiring from the elevator interface junction box to the fire alarm system.
- e. ELECTRICAL shall provide a primary floor, and alternate floor elevator recall signal to the interface junction box in elevator controller room.

ELEVATOR shall distribute this signal to the elevator equipment as required.

6. Elevators

- a. ELECTRICAL shall provide all access controls interface with elevator as specified.

7. Miscellaneous

- a. All motors shall be provided by the participant whom furnishes the equipment the motor serves.
- b. Heat tape and, if required, heat tape controls such as thermostats and contactors shall be furnished and installed by participant supplying the system requiring heat tape. ELECTRICAL shall provide disconnects(s), if required, and make power connections at connection points as indicated on the participant's drawings and ELECTRICAL drawings.
- c. All housekeeping pads, concrete encasement, pole bases, etc. shall be identified by the participants and shall be included on the architectural construction drawings. This information shall be communicated to the CM/GC and the architect prior to issuance of the construction drawings.
- d. Saw cutting, trenching, core drilling and backfill shall be performed by the trade whose work requires it, and shall be coordinated with CM/GC.
- e. Each participant shall be responsible for fire rated and acoustically rated sleeves through walls and floors as required for participant's work.
- f. Each participant shall provide signs, tags and labels as required for participant's work.
- g. Telephone backboards shall be provided by CM/GC. Quantity and location of telephone boards shall be identified by the participants and shall be included on the architectural construction drawings. This information shall be communicated to the CM/GC and the architect prior to issuance of the construction drawings.
- h. Painting indicated on the architectural drawings and architectural specifications shall be provided by the CM/GC. Painting indicated on MEP drawings and specifications shall be provided by the participant providing the work to be painted.
- i. All participants agree to coordinate equipment requirements to ensure that no mis-matching of components occurs. If such mis-match does occur, it will be resolved without delay between the participants providing the mis-matched equipment.

- j. All participants agree to coordinate in a timely manner throughout the design and construction process to ensure accurate and well coordinated construction documents and a well coordinated construction phase.

AGREED TO BY:

Lease Crutcher Lewis Date

Controls Date

Mechanical Date

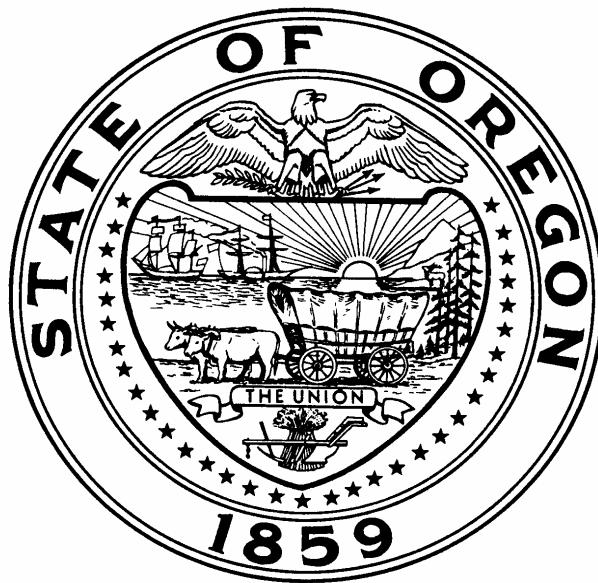
Fire Protection Date

Electrical Date

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

**Brad Avakian
Commissioner
Bureau of Labor and Industries**

Effective: January 1, 2011

BRAD AVAKIAN
COMMISSIONER



DOUG MCKEAN
Deputy Commissioner

BUREAU OF LABOR AND INDUSTRIES

January 1, 2011

In January and July of each year, the Bureau of Labor and Industries publishes the prevailing wage rates that are required to be paid to workers on non-residential public works projects in the state of Oregon. Quarterly updates are published in April and October.

A separate publication, entitled “*Definitions of Covered Occupations for Public Works Contracts in Oregon*,” provides occupational definitions used to classify the duties performed on public works projects. This publication is available upon request and is also available electronically on the bureau’s website at www.oregon.gov/boli. Also available on the bureau’s website are the applicable prevailing rates of wage for public works projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act, in which the higher of the wage rates must be paid.

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

The survey conducted in 2010 was a revised survey from those conducted in previous years, and resulted in the collection of over 2.1 million hours of data on which the wage rates in this publication are based. I would like to express my appreciation to the Prevailing Wage Advisory Committee, which worked throughout 2009 to make recommendations to improve the survey methodology and increase data validity. I also extend my appreciation to the contractors and their staff who responded to this survey. The data collected in the survey is critical in determining wage rates for Oregon workers employed on public works. I understand that completing the survey is a time-consuming task. We will continue to work to make the survey as efficient as possible and minimize the burden on contractors of reporting data.

ORS 279C.830 requires that the applicable wage rates be incorporated into all bid specifications for public works contracts subject to the PWR law. A statement incorporating the applicable prevailing wage rate publication and any amendments thereto or Davis-Bacon wage rate determination into the specifications *by reference* will satisfy these requirements. Such reference must include the title of the applicable wage rates publication or determination and the date of the publication or determination as well as the date of any applicable amendments. A provision that prevailing wage rates must be paid must also appear in the contract.

Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. There are some exceptions to this rule. For example, if during the bidding process, the prevailing wage rates change, the public agency has the option of amending the bid specifications to reflect such changes. If a Construction Manager/General Contractor (CM/GC) is used on the project, the rates in effect at the time the CM/GC contract becomes a public works contract are the applicable rates to be used for the duration of the project. (See OAR 839-025-0020 for more information.) Note that the applicable rates for purposes of compliance with the federal Davis-Bacon Act may be different than the applicable rates for purposes of compliance with Oregon’s prevailing wage rate laws. The effective federal rates will be those as determined under 29 CFR 1.6.

If you have any questions regarding application of the state PWR law or the applicable rates to be paid on any project, contact the bureau’s Prevailing Wage Coordinator in Portland at (971) 673-0839.

Brad Avakian
Commissioner
Bureau of Labor and Industries

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BOLI 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 for \$2.00 each.

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

For purposes of compliance with Oregon’s prevailing wage rate laws, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project. (See OAR 839-025-0020(6) for information about projects using a CM/GC.)

2. What type of work is being performed by the employee?

Using the booklet, Definitions of Covered Occupations find the definition that most closely matches the actual work being performed by the worker. If you have any questions about work classifications, contact BOLI at the number below.

3. Where is the work being performed – what region?

Find the occupation in the correct region pages associated with the county where the project construction is taking place.

4. Is there a rate listed next to the classification?

If so, use it. The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate; it is the combination of these two amounts that must be paid to the worker.

5. 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 and/or zone pay. Zone pay is added to the base rate.

6. Apprentices must be paid the full fringe rate in those regions where the appendix rate does not apply. However, if the book directs you to "See Appendix," and the worker is registered in a bona fide apprenticeship program, **you may contact BOLI at (971) 673-0839** for the applicable hourly fringe rate.

7. If you still don’t know CALL BOLI at (971) 673-0839.

For specific information or questions regarding the prevailing wage law, you may obtain a “Prevailing Wage Rate Laws” handbook by contacting the nearest Oregon Bureau of Labor and Industries office listed below. An order form is at the back of the booklet.

BOLI Office Locations		
Eugene	1400 Executive Parkway, Suite 200 Eugene, OR 97401	(541) 686-7623
Portland	800 NE Oregon St., #1045 Portland, OR 97232	(971) 673-0761
Salem	3865 Wolverine St. NE, Bldg. E-1 Salem, OR 97305	(503) 378-3292

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 Contractor’s Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be **USED EXCLUSIVELY FOR UNPAID WAGES** determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond **MUST** be filed **BEFORE STARTING WORK** on a prevailing wage rate project.
- The bond is in effect **CONTINUOUSLY** (do not have to have one per project).
- **BEFORE PERMITTING A SUBCONTRACTOR TO START WORK** on a public works project, **CONTRACTORS MUST VERIFY** their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for contractors that are certified disadvantaged, minority, women or emerging small business enterprises, 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.
- 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).

ORS 279C.830(3) and (4) require:

That the **specifications** for every contract for public works shall contain a provision 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 shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- 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.

PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
 - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - b) 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 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 commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

DETAILS OF FRINGE BENEFIT PROGRAMS

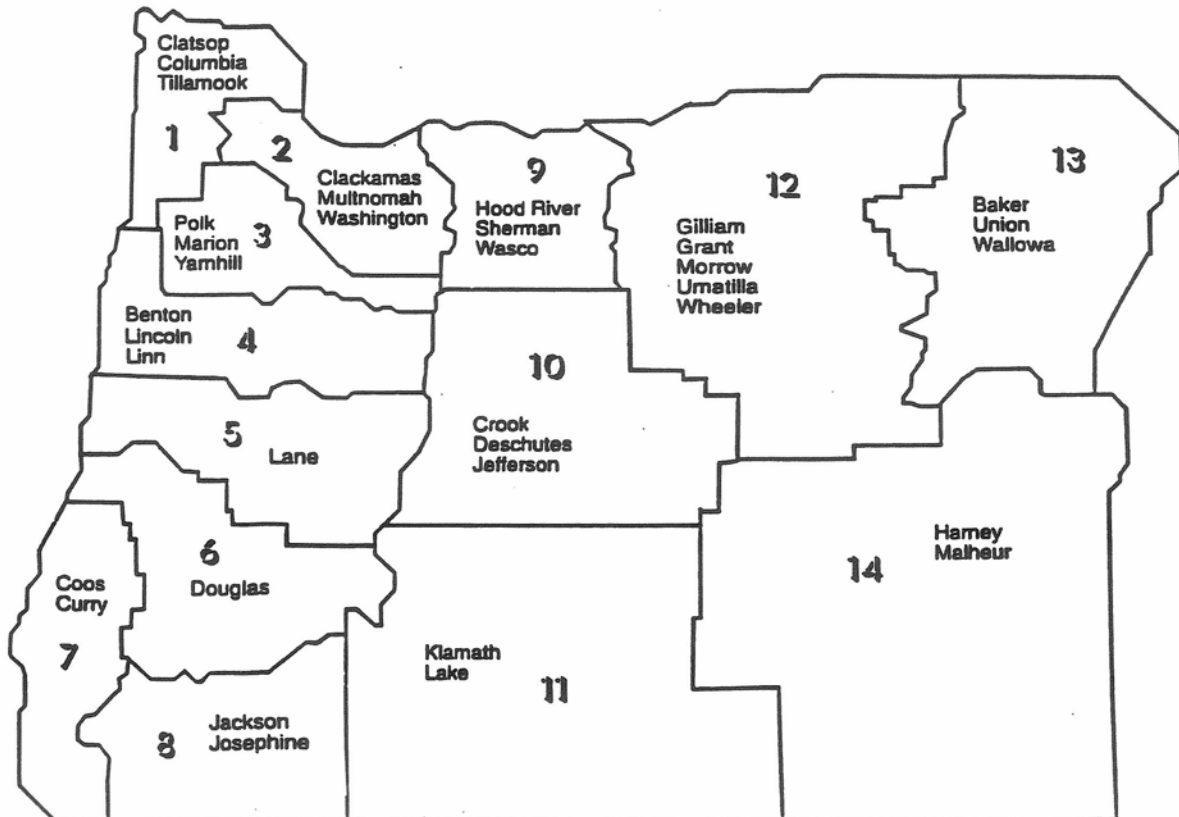
When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting 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 a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

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.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES OCCUPATIONS BY REGIONS

PREVAILING WAGE RATE REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
 Clatsop, Columbia and Tillamook Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	\$23.21	\$9.12
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	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #2
 Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$24.85	\$9.79
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	\$28.26	\$6.64
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	See Appendix	See Appendix
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason (Plasterer)	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2
 Clackamas, Multnomah, and Washington Counties

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

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

REGION #3
 Marion, Polk and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	\$28.26	\$6.64
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
 Marion, Polk and Yamhill Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
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	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician (Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #4
 Benton, Lincoln and Linn Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$29.50	\$13.13
Drywall Taper	\$27.54	\$11.83
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$30.71	\$13.47
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason (Plasterer)	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	\$35.80	\$16.11
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

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #5
Lane County

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

REGION #5
Lane County

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

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

REGION #6
Douglas County

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	\$34.81	\$13.51
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Material Handler/Mechanic	\$17.49	\$3.87
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
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter (Plumber)	\$35.80	\$16.11
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

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #7
Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$29.50	\$13.13
Drywall Taper	\$27.54	\$11.83
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$30.71	\$13.47
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason (Plasterer)	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
 Coos and Curry Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #8
 Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	\$28.46	\$16.43
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$29.50	\$13.13
Drywall Taper	\$27.54	\$11.83
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
 Jackson and Josephine Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #9
Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$20.37	\$6.54
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9
Hood River, Sherman and Wasco Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #10
 Crook, Deschutes and Jefferson Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$27.54	\$11.83
Electrician	\$34.81	\$13.51
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	\$28.26	\$6.64
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
 Crook, Deschutes and Jefferson Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #11
Klamath and Lake Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$29.50	\$13.13
Drywall Taper	\$27.54	\$11.83
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$30.71	\$13.47
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	\$35.80	\$16.11
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

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	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.

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

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$29.50	\$13.13
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	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
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver (Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #13
 Baker, Union and Wallowa Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$31.15	\$13.14
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	\$34.81	\$13.51
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Laborer Group 4	See Appendix	See Appendix
Laborer Group 5	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #13
 Baker, Union and Wallowa Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	\$30.45	\$12.87
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

REGION #14
Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$28.45	\$10.48
Cement Mason	\$25.37	\$13.11
Diver	See Appendix	See Appendix
Divers' Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$27.54	\$11.83
Electrician	\$34.81	\$13.51
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.44	\$9.10
Fence Erector (Metal)	\$20.00	\$3.38
Flagger	\$21.03	\$10.45
Glazier	\$29.05	\$11.06
Hazardous Materials Handler/Mechanic	\$17.49	\$3.87
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$30.71	\$13.47
Laborer Group 1	\$22.62	\$8.70
Laborer Group 2	\$24.25	\$10.01
Laborer Group 3	\$24.18	\$9.33
Laborer Group 4	\$25.29	\$9.52
Laborer Group 5	\$23.05	\$10.34
Landscape Laborer/Technician	\$16.39	\$3.42
Limited Energy Electrician	\$26.41	\$8.48
Line Constructor	\$19.23	\$1.48
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$26.93	\$8.54
Painter	\$20.37	\$6.54
Piledriver	\$32.00	\$13.51
Plasterer and Stucco Mason	\$23.95	\$13.19
Plumber/Pipefitter/Steamfitter (Plumber)	\$35.80	\$16.11
Power Equipment Operator Group 1	\$33.56	\$10.10
Power Equipment Operator Group 1A	\$37.31	\$11.60
Power Equipment Operator Group 1B	\$33.71	\$8.71
Power Equipment Operator Group 2	\$31.66	\$10.05
Power Equipment Operator Group 3	\$30.82	\$9.57
Power Equipment Operator Group 4	\$30.02	\$8.79
Power Equipment Operator Group 5	\$27.98	\$8.03
Power Equipment Operator Group 6	\$26.15	\$8.67

REGION #14
 Harney and Malheur Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Roofer	\$22.25	\$7.46
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$23.21	\$9.12
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$26.06	\$10.71
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18
Tile Setter/Terrazzo Worker: Hard Tile Setter	\$26.28	\$10.55
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver	\$19.90	\$5.92

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

**APPENDIX
JANUARY 1, 2011**

NOTE: THE APPENDIX SECTION IS 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.

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TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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ASBESTOS WORKER/INSULATOR **36.32** **18.47**

BOILERMAKER **34.88** **24.52**

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

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

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

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

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

Area 1

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

Area 2

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

(a) North Half (b) South Half

CARPENTER

Zone 1 (Base Rate)

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

CARPENTER (Continued)

Zone Differential for Carpenters
(Add to Zone 1 Rate)

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

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

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

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

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

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

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

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

Reference Cities for Group 1 and 2 Carpenters

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

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

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

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

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

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

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

CARPENTER (Continued)

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

Group 1
(Carpenter Group-I)

Group 2
(Carpenter Group-II)

Group 3
(Millwright Group-I)

Group 4
(Millwright Group-II)

Group 5
(Bridge & Highway
Carpenter)

Group 6
(Piledriver)

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

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

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

CEMENT MASON

(This trade is tended by "Concrete Laborer")

Zone 1 (Base Rate)

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

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

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

CEMENT MASON (Continued)

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

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

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

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

Zone 5: More than 80 miles.

Reference Cities

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

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

DIVER & DIVERS' TENDER

Diver	75.31	14.17
Divers' Tender	35.53	14.17

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

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

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

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

DIVER & DIVERS' TENDER (Continued)

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

Reference Cities for Diver/Divers' Tender

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

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

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

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

Divers' Depth Pay:

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

DIVER & DIVERS' TENDER (Continued)

Divers' Enclosure Pay (working without vertical escape):

Distance Traveled
In the Enclosure Hourly Enclosure Pay

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

DREDGER

Zone 1 (Base Rate)

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

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

Zone B	3.00
Zone C	6.00

Zone mileage based on road miles:

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

OREGON DETERMINATION 2011-01

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

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

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

Zone mileage based on road miles:

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

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

Reference Cities

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

ELECTRICIAN

Area 2

Electrician	35.20	15.29
Cable Splicer	36.96	15.34

Area 3

Electrician	31.97	13.86
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Area 4

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

ELECTRICIAN (Continued)

Area 5

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

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

Zone mileage based on air miles:

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

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

Astoria	Hood River	Seaside	The Dalles
Tillamook			

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

Area 6

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

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

Zone mileage based on road miles:

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

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

ELECTRICIAN (Continued)

Zone Pay for Area 6 Electrical Material Handler
(Add to Basic Hourly Rate)

Zone mileage based on road miles:

Zone 1	0-20 miles	0.00
Zone 2	21-30 miles	1.00
Zone 3	31-40 miles	2.80
Zone 4	41-50 miles	4.50
Zone 5	51-60 miles	6.30
Zone 6	60 or more	9.00

There shall be a 20-mile free zone from the downtown Post Office in Grants Pass, Klamath Falls, Medford, and Roseburg.

Reference Counties

<u>Area 2</u>	<u>Area 3</u>	<u>Area 4</u>
Gilliam	Coos	Benton
Grant	Curry	Lane (b)
Morrow	Lane (a)	Linn
Umatilla	Lincoln	Marion
Wheeler		Polk
		Yamhill (c)

Area 5 Area 6

Clackamas	Jackson
Clatsop	Josephine
Columbia	Klamath
Hood River	Lake
Multnomah	
Sherman	
Tillamook	
Wasco	
Washington	
Yamhill (d)	

- (a) Those portions lying **west** of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County
- (b) Those portions 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
- (d) North half

**ELEVATOR CONSTRUCTOR, INSTALLER
AND MECHANIC**

Area 1

Mechanic **44.14 20.04**

Area 2

Mechanic **44.32 20.04**

Reference Cities

Area 1

Baker
Umatilla
Union
Wallowa

Area 2

All
Remaining
Counties

GLAZIER **31.23 15.26**

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

Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair.

HIGHWAY/PARKING STRIPER
32.06 8.78

IRONWORKER Zone 1 (Base Rate):
33.62 19.60

Zone Differential for Ironworker
(Add to Basic Hourly Rate)

- Zone 2 **3.75** hr. or \$30.00 maximum per day
- Zone 3 **6.88** hr. or \$55.00 maximum per day
- Zone 4 **8.75** hr. or \$70.00 maximum per day

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

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

IRONWORKER (Continued)

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

Reference Cities

Medford Portland

LABORER

Zone 1 (Base Rate):

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

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

Zone Differential for Laborers
(Add to Zone 1 Rate)

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

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

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

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

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

Zone 5: More than 80 miles.

Reference Cities

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

LABORER (Continued)

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

LIMITED ENERGY ELECTRICIAN

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

Area 3

Coos
Curry

Area 5

Clackamas
Multnomah
Washington

LINE CONSTRUCTOR

Area 1

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

Area 1 All counties except Malheur County

Group 1

Cable Splicer
Leadman Pole Sprayer

Group 5

Head Groundman
Jackhammer Man
Powderman

OREGON DETERMINATION 2011-01

TRADE
BASIC
HOURLY FRINGE
RATE

TRADE
BASIC
HOURLY FRINGE
RATE

LINE CONSTRUCTOR

(continued)

Group 2

Heavy Line Equipment Man
 Journeyman Lineman Welder
 Journeyman Lineman
 Pole Sprayer

Group 6
 Groundman

Group 7
 Tree Trimmer Ground-
 man

Group 3

Tree Trimmer

Group 4

Line Equipment Man

MARBLE SETTER

33.89 15.12

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

PAINTER & DRYWALL TAPER

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

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

Drywall Taper **31.76 11.58**

PLASTERER AND STUCCO MASON

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

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

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **25.58 11.92**

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

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

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

PLUMBER/PIPEFITTER/STEAMFITTER

(Continued)

Zone mileage based on road miles:

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

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

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

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

Reference Cities for Area 1:

Boise, Idaho
 Twin Falls, Idaho

Area 2 **44.00 20.74**

Area 3 **35.69 20.39**

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

(a) Except Southwest Portion

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

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

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

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

POWER EQUIPMENT OPERATOR

(Continued)

Zone Rates

Zone 2	3.00
Zone 3	6.00

For the Following Metropolitan Counties:

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

See map on page 46 for Zone 1 of this classification

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

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

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

For the Following Cities:

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

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

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

POWER EQUIPMENT OPERATOR

(Continued)

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

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

ROOFER

Area 1*

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

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

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

Area 2**

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

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

Area 1

Clatsop	Hood River	Sherman
Columbia	Tillamook	Wasco

OREGON DETERMINATION 2011-01

TRADE	BASIC	FRINGE
	HOURLY	
	RATE	

TRADE	BASIC	FRINGE
	HOURLY	
	RATE	

ROOFER (Continued)

Area 2

Douglas	Marion	Polk	Yamhill
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SHEET METAL WORKER

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

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

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

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

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

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

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

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

TENDER TO PLASTERER AND STUCCO MASON

26.65	12.25
--------------	--------------

TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork
(Sheet Metal Worker)

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

35.69	20.39
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TILE SETTER/TERRAZZO WORKER: Hard Tile Setter

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

TILE, TERRAZZO, AND MARBLE FINISHER

TILE, TERRAZZO FINISHER

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

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

BRICK AND MARBLE FINISHER

21.91	10.10
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OREGON DETERMINATION 2011-01

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

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

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

For the Following Cities:

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

Zone differential for Truck Drivers

(Add to Zone A rate)

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

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

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

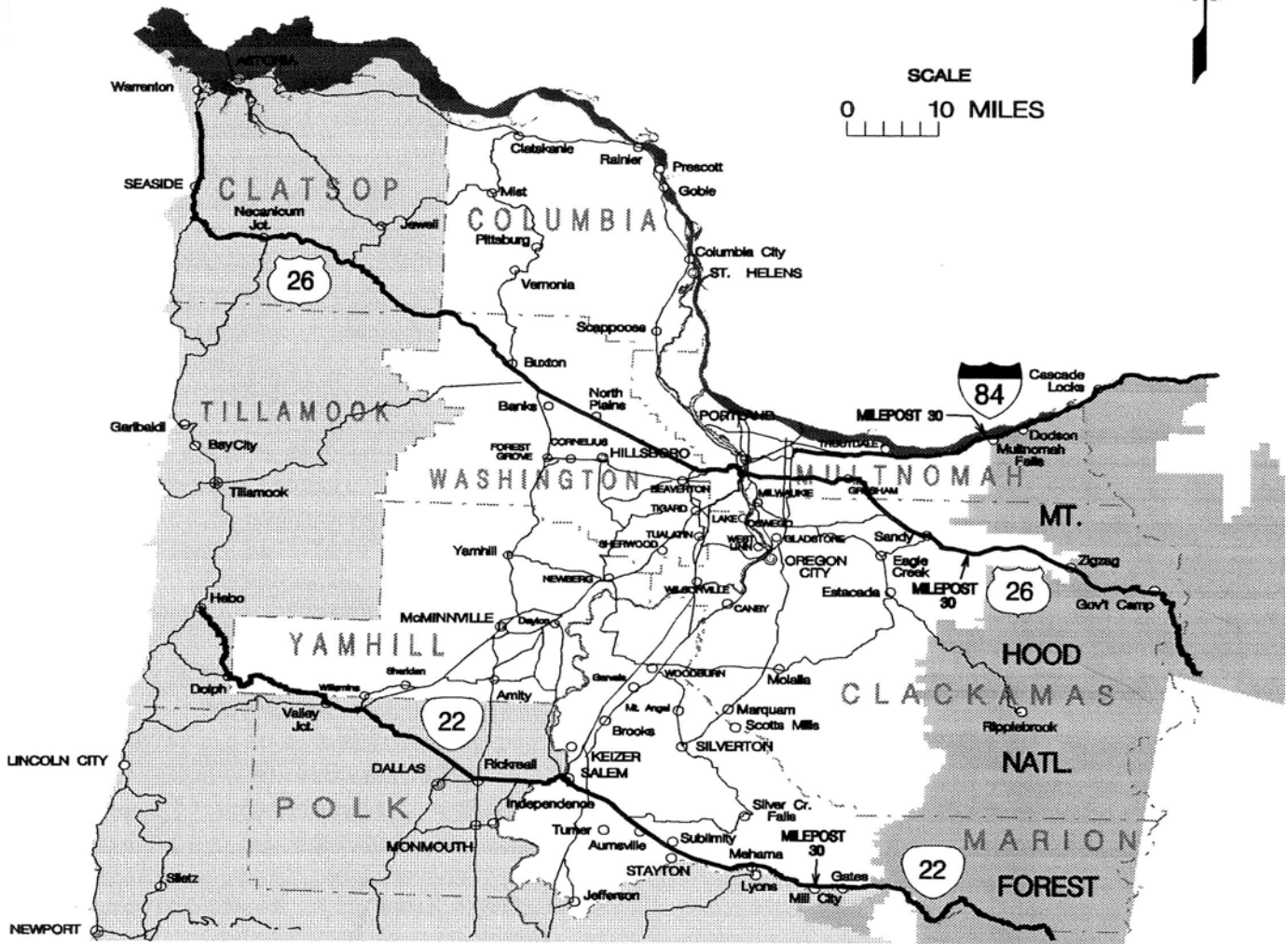
Zone C: More than 40 miles but less than 50 miles.

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

Zone E: More than 80 miles.

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

Power Equipment Operators Zone 1



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: January 1, 2011**

To: All Oregon Contracting Agencies

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

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

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
1.	ACMS Cabinets, Inc. 1510 SW Friendly Court. McMinnville, OR 97128	August 12, 2008	August 11, 2011
2.	Daniel J. Bateman dba Builders Hardware Service PO Box 1677 Albany, OR 97321	January 11, 2008	January 10, 2011
3.	Christy C. Beaver dba Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
4.	Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	Sam Boulis and Janet Boulis 15460 Brienne Court Lake Oswego, OR 97035	January 22, 2009	January 21, 2012
6.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
7.	Collins and Collins Construction Co. dba Collins and Collins Construction 2957 SW Peridot Avenue PO Box 420 Redmond, OR 97756	May 27, 2009	May 26, 2012
8.	Thomas W. Crowder 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011
9.	Crowder Electric, LLC 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: January 1, 2011**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
10.	Holm II, Inc Dennis A. Holm Linda A. Holm 618 N 2 nd Avenue Stayton, OR 97383	January 1, 2011	December 31, 2013
11.	Howard E. Johnson & Sons Construction Co. PO Box 1142 Warrenton, OR 97146-1142	August 26, 2009	August 25, 2012
12.	JBH Installations, Inc. 40209 Donomore Court Temecula, CA 92591	January 11, 2008	January 10, 2011
13.	KTM, Inc. 28532 Crow Road Eugene, OR 97402	March 3, 2008	March 2, 2011
14.	David Larson PO Box 1142 Warrenton, OR 97146-1142	August 26, 2009	August 25, 2012
15.	Larson Construction Co., Inc. PO Box 2797 Gearhart, OR 97138-2797	August 26, 2009	August 25, 2012
16.	Jennifer A. Lupton fdba JAL Contracting PO Box 7529 Bend, OR 97708-7529 21085 Lost Valley Court Bend, OR 97702-2801	November 25, 2009	November 24, 2012
17.	Jennifer A. Lupton PO Box 7529 Bend, OR 97708-7529 21085 Lost Valley Court Bend, OR 97702-2801	November 25, 2009	November 24, 2012
18.	Lance Lupton PO Box 7529 Bend, OR 97708	May 24, 2010	May 23, 2013
19.	Lela Mae Lupton PO Box 7529 Bend, OR 97708	May 24, 2010	May 23, 2013
20.	Robert Dean Moore 439 SW 30 th Court Troutdale, OR 97060	May 27, 2009	May 26, 2012

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: January 1, 2011**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
21.	Omega West Painting, Inc. PO Box 6683 Portland, OR 97228	January 22, 2009	January 21, 2012
22.	Pacwest Contracting LLC 23388 Butterfield Trail Bend, OR 97702	May 24, 2010	May 23, 2013
23.	Rob's Custom Interiors, Inc. 439 SW 30 th Court Troutdale, OR 97060	May 27, 2009	May 26, 2012
24.	T.W. Crowder Electric Co., Inc. 67035 Fryrear Road Bend, OR 97701-9192	October 12, 2010	October 11, 2011
25.	Anthony Taylor 1510 SW Friendly Court McMinnville, OR 97128	August 12, 2008	August 11, 2011
26.	Pamela Testerman 28532 Crow Road Eugene, OR 97402	March 3, 2008	March 2, 2011
27.	Bradley L. Thomas 465 NE 181 st , #503 Portland, OR 97230	May 27, 2009	May 26, 2012
28.	Westside Painting, Inc. PO Box 6986 Portland, OR 97228	July 1, 2009	June 30, 2012

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

PREVAILING WAGE RATE FORMS

- WH-38 Certified Payroll Form**
- WH-39 Public Work Contract Fee Information Form**
- WH-40 Public Work Contract Fee Adjustment Form**
- WH-81 Notice of Award of Public Works Contract**
- WH-118 Planned Public Improvement Summary**
- WH-119 Capital Improvement Cost Comparison Estimate**



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

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

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

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

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

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

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

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

HOURS WORKED EACH DAY: Enter the total number of straight time hours worked in the row marked "ST." Generally, hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted and followed a written work schedule of four consecutive ten-hour days (Monday through Thursday or Tuesday through Friday) may enter hours worked over 10 in a day as overtime hours. For more information on overtime requirements, see the Contractor Responsibilities section of the Bureau of Labor and Industries' publication "Prevailing Wage Rate Laws" handbook.

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

Column 5 – HOURLY BASE RATE: Enter the hourly base rate (plus zone pay, if any) and the hourly overtime rate (plus zone pay, if any) paid to the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the base rate of pay, including zone pay but not

including fringe benefits, is required to be paid for overtime hours pursuant to ORS 279C.540). Generally, use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid by the public agency. If this date is not known, or if the project was not advertised for bid, contact the public agency (owner) associated with the project for assistance with applicable rates.

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

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

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

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

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

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

CALCULATION CHECK

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

1. For each classification listed in column 2, compute the sum of:
 - a) the hourly base rate of pay shown in Column 5,
 - b) the hourly fringe benefit amount paid as wages to employee shown in Column 6, and
 - c) the hourly fringe benefits paid to benefit party, plan, fund or program shown in Column 10.
2. This sum must equal or exceed the total of the hourly base rate (including zone pay) and the hourly fringe benefit rate for that classification as listed in the appropriate issue of the Bureau of Labor and Industries publications Prevailing Wage Rates for Public Works Contracts in Oregon, or in the Prevailing Wage Rates for Public Works Contracts Subject to BOTH the State PWR and Federal Davis-Bacon Act, if applicable.

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

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

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

PRIME CONTRACTOR

SUBCONTRACTOR

PAYROLL NO. _____

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: Phone: () Date Contract Specifications First Advertised for Bid: Contract Amount:	Subcontract Amount: Prime Contractor Business Name (DBA): Prime Contractor Phone: () Prime Contractor's CCB Registration Number: Date You Began Work on the Project:
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(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															
		OT															
		ST															
		OT															
		ST															
		OT															
		ST															

*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

Date: _____

I, _____,
 (NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)

on the _____; that during the payroll period

(BUILDING OR WORK)

commencing on the _____ day of _____, _____, and ending the _____ day

of _____, _____, all persons employed on said project have been paid the

(MONTH) (YEAR)

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)

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.**



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
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) or (C).

PUBLIC AGENCIES: Please complete and mail this form to 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 BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

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 AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769**

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

**THIS FORM TO BE USED 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 BOLI 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 BOLI, or submit any request for refund, with this adjustment form. **NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, FOR RECONCILED AMOUNTS OF 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

(Please duplicate this form for future use)



BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS
(For use by public agencies in complying with ORS 279C.835
for public works awarded after January 1, 2008)

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 Number (if known): _____
Address: _____ Agency Division: _____
City, State, Zip: _____
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: _____ Project Number: _____
Contract Name (if part of larger project): _____ Contract Number: _____
Project Manager Name: _____ Phone #: _____ Fax #: _____
Project Location (Street(s), City): _____ Project County: _____
Contract Amount: \$ _____ If under \$50,000, is this contract part of a larger project? YES _____ NO _____
If yes, total project amount: \$ _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES _____ NO _____
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____
If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____
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 Number: _____
Name of Bonding Company: _____
Address: _____
Agent Name and Phone Number: _____
Bond Number: _____

Copy of first-tier subcontractors attached (see NOTE above).

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

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 privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and \$750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number: _____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Date the public agency or agencies commit to the provision of funds for the project: _____

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 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) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number: _____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: \$ _____ Amount of Public Funds Provided for the project: \$ _____

Name(s) of Public Agency(ies) Providing Public Funds: _____

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: _____

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: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: _____

Printed Name: _____ Phone #: _____ Date: _____

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ - _____

(Name of State or Local Government Agency)

PAGE ____ OF ____

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site construction costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than \$125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

This form (WH-118) may be used to list planned public improvements. Form WH-119 (Capital Improvement Project Cost Comparison Estimate) may be used to report the agency's least cost analysis.

Completed forms should be mailed to: Prevailing Wage Rate Unit
Wage and Hour Division, #1045
Bureau of Labor and Industries
800 N.E. Oregon St.
Portland, OR 97232-2180



CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

 (Name of State or Local Government Agency)

DEPARTMENT: _____

PROJECT NAME: _____

PROPOSED YEAR: _____

FUND: _____

PROJECT DESCRIPTION: _____

PROJECT NUMBER: _____

Rough Quantity Estimates	Units	Work Class Description	Agency Force Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost
				\$		\$

ESTIMATED CONSTRUCTION PERIOD: _____

The above-named agency has determined that this project can be performed at the least cost by: the Agency Contractor (check one)

(Signature of Agency Official)

ORS 279C.305 requires that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to the agency that the agency plans to fund in the budget period, identifying each improvement by name and estimating the total on-site constructions costs. The list shall also contain a statement as to whether the agency intends to perform the construction by a private contractor. If the agency intends to perform construction work using the agency's own equipment and personnel on a project estimated to cost more than \$125,000, the agency must also show that its decision conforms to the state's policy that public agencies make every effort to construct public improvements at the least cost to the public agency. Public agencies are required to keep and preserve a full, true and accurate account of the costs of performing the work, including all engineering and administrative expenses, and the cost, including investment costs, of any equipment used.

Form WH-118 (Planned Public Improvement Summary) may be used to list planned public improvements. This form (WH-119) may be used to report the agency's least cost analysis.

Completed forms should be mailed to:

Prevailing Wage Rate Unit
Wage and Hour Division, #1045
Bureau of Labor and Industries
800 N.E. Oregon St.
Portland, OR 97232-2180

**AMENDMENTS TO OREGON DETERMINATION 2011-01
EFFECTIVE APRIL 1, 2011**

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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ELECTRICIAN

Area 5

Electrician	\$36.05	\$16.98
Materials Handler	\$20.55	\$10.98
Electrical Welder	\$39.66	\$17.62

Reference Counties Area 5

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

(d) North half

LIMITED ENERGY ELECTRICIAN

Area 5	\$26.95	\$14.06
--------	---------	---------

Reference Counties Area 5

Clackamas
Multnomah
Washington

LINE CONSTRUCTOR

Area 1

Group 1	\$48.64	\$14.15
Group 2	\$43.43	\$13.93
Group 3	\$30.52	\$10.42
Group 4	\$37.35	\$11.04
Group 5	\$32.57	\$10.49
Group 6	\$30.40	\$10.41
Group 7	\$16.20	\$9.14

Area 1 All counties except Malheur County

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Your Insurance Agency Address City, State, Zip ****MUST BE FILLED IN	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Your Company Name Address City, State, Zip ****MUST BE FILLED IN	INSURERS AFFORDING COVERAGE INSURER A: ***MUST MATCH NAME ON ENDORSEMENT INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	***MUST BE FILLED IN			EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$												
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	***MUST BE FILLED IN			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$												
B	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	***MUST BE FILLED IN			EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ***MUST LIST NAME OF COMPANY	***MUST BE FILLED IN			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:80%;">\$</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	\$	E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
WC STATU-TORY LIMITS	OTH-ER	\$															
E.L. EACH ACCIDENT		\$ 500,000															
E.L. DISEASE - EA EMPLOYEE		\$ 500,000															
E.L. DISEASE - POLICY LIMIT		\$ 500,000															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

It is hereby understood and agreed that Lease Crutcher Lewis, LLC, and the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, their officers, employees and agents are included as additional insured, are named additional Insureds per for CG 2010 11/85 or equivalent regarding Allen Hall Expansion & Remodel shown are primary and non-contributory in relation to coverages carried by the certificate holder an owner. A waiver of right of subrogation exists in favor of certificate holder and project owner. ******THIS WORDING IS MANDATORY AND ALL ENDORSEMENTS MUST BE ATTACHED. ******

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Lease Crutcher Lewis, LLC 600 SW 10 th Avenue, Suite 310 Portland, Oregon 97205		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. *****MUST BE STRICKEN AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____
NAMED INSURED:

COMMERCIAL GENERAL LIABILITY

This Endorsement Changes the Policy. Please read it carefully.

Additional Insured – Owners, Lessees or Contractors (Form B)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Persons or Organization:

- **Lease Crutcher Lewis, LLC**

 - **State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, their officers, employees and agents.**
-

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of **“your work”** for that insured by or for you.

- **ENDORSEMENT IS MANDATORY TO BE SENT WITH THE CERTIFICATE. CERTIFICATE ONLY IS NOT VALID AND WILL DELAY AT COST TO SUBCONTRACTOR THE WORK TO BE PERFORMED.**

- **IF YOUR AGENT IS UNABLE TO PROVIDE AN ENDORSEMENT WITH THE ABOVE MANDATORY WORDING, THEY WILL NEED TO SUBMIT WRITTEN VERIFICATION TO OUR OFFICE WITH YOUR INSURANCE AS TO WHY.**