



**CITY OF SPRINGFIELD
ENGINEERING DIVISION
SPECIFICATIONS
for**

PROJECT NO. P21045

Street Lighting Upgrades - Miscellaneous

BID OPENING

Date: February 1, 2011
Time: 2:00 P.M.
Location: Meeting Room 3
City Hall
225 Fifth Street
Springfield, OR 97477

- ♦ This project was advertised on Tuesday, 01/ 11/ 11 and Tuesday, 01/ 18/ 11.
- ♦ There will not be a mandatory pre-bid conference.
- ♦ All questions pertaining to equal or better specifications must be received by the City no later than noon, Friday, 01/ 21/ 11, using one of the following methods:

E-mail: jmcmahan@springfield-or.gov

Fax: (541) 746-3782

Mail: City of Springfield
Attn: Jayne McMahan
225 Fifth Street
Springfield, OR 97477

- ♦ The City's response to equal or better questions will be posted on the City's website (www.springfield-or.gov) by 4:00 pm, Wednesday, 01/ 26/ 11.

\$

The above is the total bid as entered herein

Bidder's Signature

Company Name

This project is funded in full or in part by:
Both State and Federal Funds

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P21045 – Street Lighting Upgrades - Miscellaneous

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PLEASE TAKE NOTE

For your Bid to be considered responsive by the City of Springfield all Bid documents must be returned with the Bid submittal. Bids should be complete with all pages included in the Invitation to Bid (pages 1-104), except plans, but including any addendums and revisions. All information required must be submitted as directed. FAILURE TO SUBMIT A COMPLETE BID PROPOSAL MAY RESULT IN DISQUALIFICATION.

A complete description of submittal requirements can be found in the Instruction to Bidders document included in this request for bid under the heading; ***5. Bid: All Bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a proposal embracing alternate Bids. All Bid documents, except plans, must be submitted with the Bid.***

FAILURE TO SUBMIT A COMPLETE BID PROPOSAL MAY
RESULT IN DISQUALIFICATION.

CITY OF SPRINGFIELD, OREGON
Public Works Improvement Project Utilizing Federal Funding
Invitation to Bidders

Sealed bids will be received by the Finance Department of the City of Springfield, 225 Fifth Street, Springfield, Oregon, until 2 p.m. Local Time, the 1st day of February, 2011, for the construction of the following public works improvement project in the City of Springfield:

Project Number: P21045; Street Lighting Upgrades – Miscellaneous

Description: The City of Springfield is replacing existing street lights. This project will remove and properly dispose of the existing Low Pressure Sodium (LPS) fixtures and replace the fixtures with new lights, that will meet the City Special Provisions, on the existing luminaire arms.

Bid documents are available on the City of Springfield website at www.springfield-or.gov (select the hyperlink Purchasing/Contracts from the left menu on the home page to be linked to the posting). A hard copy is available in Public Works for a non-refundable fee of \$25.00.

The 1994 edition, as most recently amended, of the City's Standard Construction Specifications, with subsequent revisions, is available on the city's website at <http://www.springfield-or.gov/pubworks/specs/specs.htm>. A hard copy is available in Public Works for a fee of \$40.00.

This project will be funded in whole, or in part, with monies made available by the U.S. Department of Energy American Recovery and Rehabilitation Act funds. More information on the program is available on the EECBG webpage at <http://www.eecbg.energy.gov/>. The receipt of these funds necessitates compliance with certain federal regulations. Bidders will be required to comply with any and all applicable federal, state, and local laws, ordinances and regulations. Bidders are encouraged to familiarize themselves with these requirements, with particular focus on ARRA flow down requirements for reporting, Buy American provisions of the ARRA of 2009 (section 1605 of Title XVI), Whistleblower Protection, (section 1553 of Division A, Title XV of the ARRA), Davis-Bacon and Related Acts (40 USC 276a et seq) and the Copeland Act (40 USC 276c).

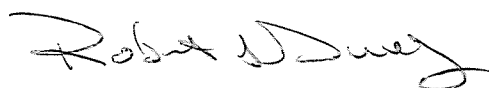
Proper disposition of LPS fixtures shall be in accordance with all federal, state and local regulations for waste disposal.

No bid will be received or considered by the public body or any officer of the public body unless the bidder is registered with the Construction Contractors Board (ORS 701.035) or licensed by the State Landscape Contractors Board as required by ORS 671.530, and unless the bid contains, as part of the bid, a statement of compliance by the bidder to the following:

- Any and all applicable provisions required by ORS279C.800 through ORS279C.870 and/or the federal prevailing rate of wage as required under the Davis Bacon Act (40 USC 276a et seq);
- Any and all applicable provisions of the Equal Employment Opportunity Act of 1972, The Civil Rights Act of 1964 as amended; and the Standard Federal Equal Employment Opportunity Construction Contract Specifications, Executive Order 11246 (as supplemented in 41 CFR, Part 60). The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications" as set forth, including the goals and timetables for minority and female participation.
- Any and all applicable provisions of the Copeland Act (40 USC 276c);
- Any and all applicable requirements of the Buy American provisions of the ARRA of 2009 (Section 1605 of Title XVI);
- Any and all applicable requirements of the Whistleblower Protection provisions of the ARRA of 2009 (Section 1553 of Division A, Title XV);
- Bidder's registration with the Construction Contractors Board as required by ORS 701.035 or license with the State Landscape Contractors Board as required by ORS 671.530;
- In accordance with ORS 279C.365 the bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

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

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ROBERT J. DUEY
Finance Director, City of Springfield, Oregon

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INSTRUCTION TO BIDDERS
Federal Funding Sources

1. Contracting Law

The Bidder is presumed to be familiar with all federal, state, and local laws, ordinances and regulations, orders and decrees which affect those engaged or employed in the work, materials, or equipment used in the proposed construction or which may affect the conduct of the work. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, or regulation, he/she shall immediately report it to the City in writing.

The Contractor, Subcontractor, suppliers of materials or services, and others engaged by the contractors, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the City of Springfield (City) and their representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of City of Springfield contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Department of the Army Corps of Engineers
Coast Guard
Department of Health and Human Services
Department of the Interior
Bureau of Indian Affairs
Bureau of Land Management
Bureau of Outdoor Recreation
Department of Commerce

Fish and Wildlife Service
Office of Surface Mining
Reclamation and Enforcement
Bureau of Reclamation
Department of Labor
Occupational Safety and Health Administration
Mine Safety and Health Administration
Department of Transportation
Federal Highway Administration
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Resources
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

Common Council, City of Springfield
Board of Commissioners, Lane County
Planning Commission, City of Springfield

Planning Commission, Lane County
Lane Regional Air Pollution Authority
Springfield Utility Board

2. Prequalification

There is no prequalification application to this Contract. Bidders unfamiliar to the City and who are not currently pre-qualified with ODOT or the City, may be required to prove to the City that they have the adequate resources, experience and equipment to complete the work.

3. Contract Documents

3.1 Plans and Specifications

Plans, Specifications and any additional information relative to this project which are on file in the City Engineer's Office shall be made available there for inspection by prospective Bidders.

3.2 Examination of Contract Documents and Site of Work

Bidders shall determine for themselves all the conditions and circumstances affecting the projected cost of the proposed work by personal examination of the site, Contract Documents, and by such other means.

3.3 Interpretation of Contract Documents

If for any reason, a Bidder should find fault with the structure of this Invitation to Bid, the Bidder shall make written inquiry at least five (5) days before the scheduled closing time for filing Bids regarding the same to:

Jayne McMahan, Senior Management Analyst
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

Phone: (541) 726-3708
Fax: (541) 726-3782
Email: jmcmahan@springfield-or.gov

Then if, in the judgment of the City, additional information or interpretation is necessary, such information shall be supplied in the form of an addendum posted to the City's website (www.springfield-or.gov) then select the hyperlink *Purchasing/Contracts* from the left menu on the home page). The City will make every effort to answer questions and, if warranted, to amend the Invitation to Bid. Such addenda shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the City to prospective Bidders shall not bind the City.

3.4 Addenda to Contract Documents

Any addenda issued by the City, which may include changes, corrections, additions, interpretations, or information issued 48 hours or more before the scheduled closing time for filing the Bids (Saturday, Sunday and legal holidays not included) shall be binding upon the Bidder. The City shall post such addenda on the City's website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts*). The City will make a reasonable effort to provide addenda to all individuals, firms, and corporations who have registered with the City of Springfield by contacting Jayne McMahan, at jmcmahan@springfield-or.gov. Failure of the Contractor to receive or obtain such addenda shall not excuse him or her from compliance if he or she is awarded the Contract.

The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the City.

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

3.5 Comments and Protest Procedures

A prospective bidder may deliver to the City of Springfield Finance Department a written request for change to any of the specifications listed in the Invitation to Bid. Such request shall be delivered at least five (5) business days prior to the Invitations to Bid closing date. A written request for change shall include:

- a. A detailed description of the legal and factual grounds for the request,
- b. A description of the resulting prejudice to the prospective bidder,
- c. A statement of the form of relief requested or any proposed changes to the specifications.

The City will review the specification change request and notify the proposed bidder if the decision in writing prior to the Invitation to Bid closing date. To the extent possible, the City will notify other prospective Bidders of any changes or modifications to the Invitation to Bid including, but not limited to, posting the amendment to the City's website at www.springfield-or.gov.

4. Estimate of Listed Quantities

The estimate of quantities of work to be done under Unit price Bids is approximate and is given only as the basis of calculation for comparison of Bids and award of the Contract. The City does not agree that the actual amount of work will correspond precisely to the amount as shown or estimated. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

The City reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof.

5. Bid

5.1 Submittal and Form of Bid

The bid, Bid Bond, Certified Check or Cashiers Check shall be enclosed in a sealed and labeled envelope. The outside of the envelope shall plainly identify: (1) The project name and project number and (2) The Bid opening date.

Sealed Bids shall be addressed to and received at the Office of the Finance Director, City Hall, 225 Fifth St. Springfield, Oregon, 97477 on, or before, February 01, 2011 at 2:00 PM local time as noted on the Invitation to Bidders, at which time the Bids will be publicly opened and read aloud.

All Bids must be clearly and distinctly typed or written with ink or indelible pencil.

All Bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete Bid, all applicable blanks giving general information must be filled in and the Bids signed by an officer or duly authorized representative of the Bidder. Unless otherwise specified, Bidders shall bid on all Bid items, and must include in their Bid prices the entire cost of each item of work set forth in the Proposal. Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required in a proposal embracing alternate Bids.

If, in the opinion of the City, the items or prices in any Bid appear unbalanced, incomplete, or fail to comply with all the terms required, the Bid may be rejected.

All Bid documents, except plans, must be submitted with the Bid.

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). If the total Bid price for the contract exceeds \$100,000, the Bidder shall submit on the form provided (within two working hours of the date and time of when the bids are due), a list of all first-tier subcontractors (those entities that would be contracting directly with the prime Contractor) which will be furnishing labor or material on the Contract whose subcontract value would be equal to or greater than 5 percent of the total Bid price, but at least \$15,000. Also, any Subcontractor with a subcontract value greater than \$350,000, regardless of the percentage of the total Bid price, must be listed. The following information must be listed: a) The Subcontractor's name and address, b) The Subcontractor's Construction Contractor Board registration number, if one is required, and c) The subcontract dollar value. If no subcontractors are being used that are subject to the above disclosure requirements, the Bidder is required to indicate "None" on the accompanying form. The form may be submitted with the Bid or may be submitted separately in a separate envelope from the Bid within two hours after the bid opening. The envelope containing the form should be marked "Subcontractor Disclosure Form Submitted for Project P21045" and should also be marked with the name of the Bidder.

5.2 Proposal Guarantee

Each Bid must be accompanied by a Bid Bond, cash, or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the City of Springfield, Oregon, in an amount equal to at least 10 percent of the total amount of the Bid. The Bid Bond submitted shall be in the form of an AIA Document A310 form, a sample of which is enclosed in this document. Such Bid Guarantee shall be forfeited and become the property of the City should the Bidder fail or neglect to furnish a satisfactory Performance Bond and/or Payment Bond issued by a viable surety acceptable to the City and to execute the Contract within ten (10) days (Saturday, Sunday, and holidays not included) after receiving the Contract from the City for execution.

5.3 Withdrawal, Modification, or Alteration of Bid

A Bid may be withdrawn upon written request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw its bid or any portion thereof after the time set for the opening of Bids until a Contract has been awarded and executed or until sixty (60) days have elapsed since the Bid opening. Negligence on the part of the Bidder in preparing its Bid confers no right to withdraw its Bid after the scheduled closing time for filing Bids.

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

5.4 Late Bids

Bids received after the scheduled closing time for filing Bids as set forth in the Invitation to Bidders will be rejected and returned unopened to the Bidder unless such closing time is extended by the City.

5.5 City Selection Discretion

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

5.6 Negotiation of Agreement

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

process.

5.7 Proposal Ownership

All material submitted by the Bidder (with the exception of the Bid Bond) shall be considered the property of the City, and the City shall not be required to return same to any Bidder. The material submitted by bidders will be treated in the same manner as the City's own records.

After bid opening, all bids become part of the public record unless exempt under Oregon Public Records Law. Bidders wishing to exempt appropriate portions of their proposals from disclosure as public records are encouraged to discuss their concerns with the City's Finance Director (address listed below) prior to the submission of their bids.

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

5.8 Complaints

Any Bidder who has submitted a bid to the City of Springfield and who is adversely affected by the City's award of the contract to another Bidder has seven (7) days after issuance of the Notice of Intent to Award the Contract to submit a written protest of the award to the City of Springfield. Such right to protest shall conform to the written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

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

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

5.9 Cost of Proposal

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

6. Payments by Contractor

6.1 Wages

Effective January 1, 2006, Oregon State Senate Bill 477 requires that workers on certain public works projects be paid the higher of federal or state prevailing wage rates. It has been determined that this public works project is subject to both Federal and State Prevailing Wage Rate Laws. Contractors for this project must pay the higher of the state or federal prevailing wage rates.

The Oregon Wage Determination is updated every six months. The Davis-Bacon Wage Decision may be updated at any time. The Davis Bacon Wage Decision that will prevail for the duration of this project will be the decision that is most current **10 days prior to bid opening**. The final wage decision will be provided to all parties receiving bid packets, prior to the bid opening date. Contractors are responsible for identifying changes in the final Davis-Bacon wage decision (marked by *) and comparing these changes to the State PWR. In all cases, the contractor is responsible for paying the

higher of the state or federal prevailing wage rate for each job classification. If there are no updates to the Davis Bacon wage decision included in this packet, you will be notified, and no additional wage decision will be provided.

It is agreed that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid not less than the applicable prevailing wage rate, as determined by the U. S. Department of Labor or the Oregon Bureau of Labor and Industries. Prevailing wage rate payments include fringe benefits, for each trade or occupation.

If any dispute arises as to what is the prevailing rate of wage for the same trade or occupation in the locality and if that dispute cannot be settled by the parties involved, the dispute may be referred to the Commissioner of the Bureau of Labor and Industries, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

It shall be the responsibility of the Contractor and any Subcontractor to post the prevailing wage rates on the job site in a conspicuous place which is accessible to employees and must remain posted for the duration of the job.

It shall be the responsibility of the Contractor and any subcontractors to submit certified payroll statements to the City as to the wage rates paid to each worker as follows:

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5th day of the following month for which the certified statement and certificate are being presented. Certified statements must be submitted whether work was performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

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

Pursuant to the provisions of ORS 279C.515, if a Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with a public Contract as such claim becomes due, the contracting agency may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due the Contractor by reason of such Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

6.2 Bonding to be Filed With The Construction Contractors Board

As specified in ORS chapter 279C, and amended by Oregon Laws 2005, chapter 360 Contractors and Subcontractors are required to file with the Construction Contractors Board a public works bond with a corporate surety in the amount of \$30,000.00 before starting work on a Contract or Subcontract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to

279C.870) with a total Contract price greater than \$100,000. The bond shall be mailed or otherwise delivered to the Construction Contractors Board.

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

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

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

6.3 Certification

No Bid will be considered by the City unless the Bid contains a statement by the Bidder as part of the Bid that the Bidder shall comply with provisions regarding prevailing rates of wages required by ORS 279C.800 to 279C.870 and 40 U.S.C. §§ 276a to 276a-5.

6.4 Dunn and Bradstreet Number (DUNS) and Central Contractor Registration (CCR)

When participating in a Federal ARRA project all contractors (sub-recipients) and vendors are required to obtain a DUNS number (or update an existing number) at <http://www.dnb.com/US/dunsupdate> and to register with the Central Contractor Registration (CCR) at <https://www.bpn.gov/ccr/default.aspx>. This information must be provided to the City prior to commencing work.

6.5 Environmental Requirements - Waste Stream Reporting

The Contractor shall ensure that it will create or obtain a waste management plan addressing waste generated by the proposed project prior to the project generating waste. This waste management plan will describe the Contractor's or subcontractor's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the project. The plan shall include a list of materials removed and whether the materials were recycled or disposed of and a list of the organizations or businesses who received the materials. A brief statement shall be noted in the plan for any materials that were disposed of which states the reason why the material was not recycled.

The Contractor shall ensure that the project is in compliance with all Federal, state and local regulations for waste disposal. The Contractor shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

The Contractor will ensure that its own personnel and/or contractors possess the required licenses and training to handle the materials (such as are licensed for asbestos removal, licensed to transport hazardous waste, etc.).

A copy of the waste management plan must be submitted to the Project Manager prior to completion of the project.

6.6 Medical Care Payments

The Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor:

6.6.1 May or shall have deducted from the wages of his employees for such services pursuant to the terms of Oregon Revised Statutes and any Contract entered in pursuant thereto; or

6.6.2 Collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

6.7 Monies Due State Commissions or Private Carrier

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

The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.

CITY OF SPRINGFIELD, OREGON UNIT PRICE BID PROPOSAL

Honorable Mayor and City Council
City Hall
Springfield, Oregon 97477

Dear Mayor and Council Members:

The undersigned having examined the Specifications and Contractual Documents and having satisfied themselves as to all conditions to be encountered, hereby proposes to furnish all labor, material and equipment and perform all work necessary to complete Project No P21045, in accordance with this Proposal, the Contract Plans, City of Springfield Standard Construction Specifications, 1994 Edition, and all subsequent modifications, the Special Provisions, and all other Contractual Documents.

In accordance with Subsection 108.07 of the Standard Construction Specifications, the contractor also agrees that liquidated damages in the amount of \$250.00 per day is a reasonably accurate forecast of the probable damages for delay that would be sustained by the City in the event of a delay in completion of the contract.

The contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

Time of Completion

The contractor shall not begin work under this proposal until written Notice to Proceed has been received. All work and applicable inspections under this proposal must be completed and approved within 90 consecutive work days of the issue date of the Notice to Proceed.

The contractor shall apply for any extensions of time as specified in Subsection 108.06 of the Standard Construction Specifications.

The following unit price bids are submitted with the understanding that the quantities stated are approximate and are used only for comparing bids and that the unit prices are of a balanced nature not subject to change.

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City of Springfield
Department of Public Works
Engineering Division

Bid Item List

Project No. P21045

Project Title: Street Lighting Upgrades - Miscellaneous

Bid Items:

Item No.	Description	Approx. Quantity	Per	Unit Price	Total Price
0060	Mobilization	1	L.S.		
0061	Temporary Traffic Control	1	L.S.		
0598	Street Light New Install	100	Each		
0599	Street Light Change Outs	100	Each		
Project Bid Item Total:					\$

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Contractor's Signature_____

Title and Firm_____

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

19

_____	{	_____ (Principal) _____ (Seal)
(Witness)		_____ (Title)
_____	{	_____ (Surety) _____ (Seal)
(Witness)		_____ (Title)

This page intentionally left blank.

Certificate of Proposal Guarantee

ORS 279C.365(4) requires that a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check of each bidder shall be submitted with or posted for all bids as bid security unless the contract for which a bid is submitted has been exempted from this requirement under ORS 279C.390.

Accompanying this Proposal is a Proposal Guarantee in the form of a bid bond, certified or cashier's check payable to the Finance Director of the City of Springfield, Oregon, or cash, in the sum of:

\$

said amount being at least ten percent (10%) of the total Bid, based on the foregoing prices.

If this Proposal shall be accepted by the City, and the undersigned shall fail to execute a satisfactory Contract and Performance Bond, as stated in the Standard Construction Specifications, within ten (10) days (Saturdays, Sundays and holidays excepted) from the date of notifications, then the City may, at its option, determine that the undersigned has abandoned the Contract and thereupon this Proposal shall be null and void and the Proposal Guarantee accompanying this Proposal shall be forfeited to and become the property of the City; otherwise the Proposal Guarantee accompanying this Proposal shall be returned to the undersigned.

Please list the full name and residence of all parties and persons interested in the foregoing bid as principals:

Name *(Please Print)*

Name *(Please Print)*

Signature

Signature

Title

Title

Address

Address

City

State

Zip

City

State

Zip

BIDDER'S CONTACT INFORMATION

Company Name *(Please Print)*

Address	City	State	Zip
---------	------	-------	-----

Telephone Number	E-mail Address
------------------	----------------

Cell Phone Number	FAX Number
-------------------	------------

Bidder's Name *(Please Print)*

Title *(Please Print)*

Bidder's Signature

Address	City	State	Zip
---------	------	-------	-----

Telephone Number	E-mail Address
------------------	----------------

Cell Phone Number	FAX Number
-------------------	------------

Date

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

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

CERTIFICATION OF COMPLIANCE STATEMENT OF NONDISCRIMINATION

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

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

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

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

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

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

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

CERTIFICATION OF EMPLOYEE DRUG TESTING PROGRAM

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

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

Affidavit:

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

Bidder's Signature

Date

Bidder's Name *(Please Print)*



CITY OF SPRINGFIELD
Public Improvement Contracts
ORS 279C.375

FINANCIAL RESPONSIBILITY FORM

ORGANIZATION NAME: _____

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

ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____

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

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

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

☐ **Resident** ☐ **Non-resident**

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

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

Expiration date: _____

3. Companies from whom you obtain surety bonds:

Surety Company #1

Name: _____

Contact Name: _____

Telephone: _____ FAX: _____

E-mail: _____

Present Amount of Bonding Coverage (\$): _____

Surety Company #2 (if needed)

Name: _____

Contact Name: _____

Telephone: _____ FAX: _____

E-mail: _____

Present Amount of Bonding Coverage (\$): _____

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

☐ Yes ☐ No

If yes, please explain. _____

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

☐ Yes ☐ No

If yes, please explain. _____

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

☐ Yes ☐ No

If yes, please explain. _____

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

☐ Yes ☐ No

If yes, please explain. _____

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

☐ Yes ☐ No

If yes, please explain. _____

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

☐ Yes ☐ No

If yes, please explain. _____

10. Has any officer or partner or principal of your organization ever been an officer, partner or principal of another Organization that failed to complete a construction contract?
- ☐ Yes ☐ No
- If yes, please explain. _____
-
11. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$ _____. What portion of this amount remains available at time of completion of this form? \$ _____.
12. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy proceeding?
- ☐ Yes ☐ No
- If yes, please explain. _____
-
13. Does your firm or any first tier subcontractors have any outstanding judgments pending against it?
- ☐ Yes ☐ No
- If yes, please explain. _____
-
14. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check **“Yes”** even if the matter proceeded to arbitration or mediation without court litigation.
- ☐ Yes ☐ No
- If yes, please explain. _____
-
15. Has any officer, partner, or principal of your company discontinued business operation with outstanding debts?
- ☐ Yes ☐ No
- If yes, please explain. _____
-
16. Complete the attached experience and reference form, Attachment 1 for your firm and submit with bid package.
17. Include with your bid package a list of other business entities in which the Principles of your firm are currently or have previously been involved with or financially obligated to during the past 5-10 years.
18. At the sole discretion of City prior to award, responsive bidders may be required to submit Financial Statements including but not limited to one or more of the following: Balance Sheet, Profit and Loss Statement, Statement of Cash Flow, and/or past tax returns for the most recent past two (2) years.

Declaration and Signatures

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

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

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

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

Business Organization: (Check one)

☐
☐
☐

Corporation
Partnership
Joint Venture

☐
☐
☐

Limited Liability Company
Sole Proprietorship
Other _____

Attachment 1 - Experience / References

Current Contracts in Force/Previous Experience – Minimum of three required of similar nature with public sector work.

Contract #1

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #2

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

Contract #3

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Estimated Completion Date	

References – Minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting contractor's qualifications.

#1 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Project Owner Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#1 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

#2 Subcontractor Reference

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

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FIRST-TIER SUBCONTRACTOR DISCLOSURE STATEMENT

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

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

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

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

"Subcontractor Disclosure Form Submitted for Project P21045 for (Bidder's Name)"

Project Number: P21045

Project Title: Street Lighting Upgrades - Miscellaneous

Bid Closing: **Date:** February 1, 2011 **Time:** 2:00 p.m.

Disclosure Deadline: **Date:** February 1, 2011 **Time:** 4:00 p.m.

Bidder's Name: _____

Bidder's Telephone Number: _____

Contact Person: _____

☐

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

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

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

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

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

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

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

Sample Document



CITY OF SPRINGFIELD CONTRACT Including Federal Funding Sources

Project Number: P21045; Street Lighting Upgrades – Miscellaneous

Description: The City of Springfield is replacing existing street lights. This project will remove and properly dispose of the existing Low Pressure Sodium (LPS) fixtures and replace the fixtures with new lights, that will meet the City Special Provisions, on the existing luminaire arms.

THIS CONTRACT, made and entered into this _____ day of _____, 2011, between the City of Springfield, under and by virtue of the Charter, Laws, and Ordinances of the said City of Springfield, and the laws of the State of Oregon, and _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants and contracts hereinafter mentioned, attached and made a part of this Contract, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. GENERAL REQUIREMENTS

This Contract, signed by both parties, supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. This Contract, as signed by both parties, shall be composed of each and every one of the following listed parts and all approved revisions thereto:

1. Change Orders
2. Addenda to the Special Provisions
3. Special Provisions
4. Addenda to General Conditions and Standard Specifications
5. General Conditions and Specifications
6. Contract Plans
7. Standard Drawings
8. Instruction to Bidders
9. Proposal

The Contractor shall furnish all materials, tools, equipment, labor, and do all work necessary and incidental to completing this Contract, in accordance with the requirements of the documents pertinent thereto, including those listed in Section 104.02 of the Standard Specifications in their entirety, which are also set forth hereinabove.

The Contractor shall so complete this Contract and present same to the City on or before the time specified in the Bid Proposal. The total probable estimated cost of the Contract as stated on the Proposal is _____ (\$_____).

It is agreed that the actual final total cost per item and total Contract may vary in accordance with the provisions of the Proposal, Section 102.10 of the Standard Specifications, and Article 4 of the Instructions to Bidders.

2. CONTRACT COMPLETION

The City of Springfield hereby promises and agrees, with the Contractor, to contract with and does hereby contract with the Contractor to complete this Contract in accordance with the above requirements, including any change orders, provided that a reasonable and equitable change order can be agreed upon between the Contractor and the City. In event of failure to so agree on any required change order, the City may then proceed with such work in any manner the City may elect. Such a situation and action by the City shall in no way relieve either the Contractor or the City of their respective obligations and responsibilities regarding all other requirements of this Contract.

3. FULL PERFORMANCE BY CONTRACTOR

The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. NO LIABILITY TO CITY

It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

5. CITY BONDING

The Contractor shall file with the City of Springfield at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a surety company registered to issue bonds in the State of Oregon, and utilizing bond forms acceptable to the City. The City will accept AIA Document A312-1984 Performance and Payment Bonds (sample forms enclosed). The Payment Bond may be altered to include The American Institute of Architects recommended amendment to Section 6 of AIA Document A312-1984 as follows;

§ 6 When the Claimant has satisfied the conditions of Section 4 (of AIA Document A312-1984), the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

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

§ 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

The bonds shall be in the amounts of one hundred percent (100%) of this Contract. All bonding shall remain in force for one (1) year after the date of City Council acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.

6. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with performance of this Contract by the Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of the City.

The Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, the City, or to others on account of the character or performance of the work,

unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether an act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for, nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required in section 7 shall not negate Contractors obligations in this paragraph.

7. INSURANCE - PUBLIC LIABILITY AND PROPERTY DAMAGE

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

A. Workers' Compensation

The Contractor shall be provided and maintain workers' compensation coverage for it employees, officers, agents, or partners, as required by applicable workers' compensation laws.

B. Subcontractors

The Contractor shall require all Subcontractors to provide and maintain General Liability, Auto Liability, Professional Liability (as applicable), and Workers' Compensation, insurance with coverage's equivalent to those required of the General Contractor in this Contract. The Contractor shall require certificates of insurance from all Subcontractors as evidence of coverage.

C. Evidence of Coverage

Evidence of the required coverages issued by a company satisfactory of the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included.

If the approved insurance company will not provide this 30 day notice, it shall be the responsibility of the Contractor to provide written notice to the City within two (2) days of the Contractor becoming aware that their coverage has been cancelled or materially changed. The Contractor shall fax to (541) 746-3782 or e-mail notification directly to Contract Manager at jmcmahan@springfield-or.gov . Regardless of the circumstances causing the contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the City as described above.

Failure to maintain the proper insurance or provide notice of cancellation or material change shall, at the City's option, be grounds for immediate termination of this Contract. _____

(Contractor initials)

D. Asbestos Abatement (only applicable to Asbestos Contracts)

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

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

E. Course of Construction and/ or Installation Floater

The Contractor shall maintain an all risk insurance policy covering the replacement cost of the work during the course of construction. The policy shall include the interests of the City and the first two layers of Subcontractors. The amount of insurance shall equal the completed value of the Contract. The City, at its option, may elect to supply this coverage.

F. Equipment and Material

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

G. Railroad Protective Liability Coverage

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

H. Pollution Liability Coverage

The Contractor shall be required to maintain in full force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a pollution liability policy, approved by the City's Risk Manager as to terms, conditions and limits. When required and unless otherwise approved by the City's Risk Manager, Contractor shall at all times carry a Pollution Liability Insurance policy with limits of not less than \$2,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$2,000,000 in annual aggregate. If this policy is a "claims made" policy the policy type and company shall be approved by the City's Risk Manager prior to commencement of work.

When the Contractor is required to maintain pollution liability coverage, so shall the Contractor require his/her Subcontractors to carry pollution liability coverage according to the limits previously stated. The Contractor shall require certificates of insurance from Subcontractors as evidence of coverage.

I. Exceptions and Waivers

Any exception or waiver of these requirements shall be subject to review by the City's Risk Manager.

8. INDIAN GRAVES AND PROTECTED OBJECTS

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

In the event the Contractor or any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Contractor is fulfilling this Contract, the Contractor will immediately safeguard the artifacts and site, halt construction activities at the area of the find, and immediately notify City. Such artifacts may include but not be limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over to the City for appropriate disposition in accordance with applicable law. Upon receipt of notification the

City will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and City will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and the City shall make reasonable adjustments.

9. LIQUIDATED DAMAGES

It is agreed by the City of Springfield and by the Contractor that Prior to the execution of this Contract, discussion and negotiation has occurred concerning the need for a damage provision in the event the Contractor fails to complete the work within the Contract time specified, or any extension thereof, by the City of Springfield. The City of Springfield and the Contractor further agree that the Contractor shall be liable to the City of Springfield for fixed, agreed and liquidated damages for each and every calendar day of delay in the amount of \$ 250.00 per day.

The contractor also agrees to liquidated damages in the amount of \$500.00 per incident for failure to report sewage spills plus an amount sufficient to reimburse the City for any civil and administrative penalties paid by the City as a result of the contractor's failure to report. Failure to report sewage spills may subject the City to (1) civil penalties of up to \$32,500.00 per day of violation pursuant to Section 309(d) of the Clean Water Act, 33 U.S.C. § 1319(d); (2) administrative penalties of up to \$11,000.00 per day for each violation, pursuant to Section 309(g) of the Clean Water Act, 33 U.S.C. § 1319(g); or (3) civil action in federal court for injunctive relief pursuant to Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b).

The City of Springfield and the Contractor agree that; (a) the amount so fixed is reasonable forecast of just compensation for the harm that is caused by the breach; (b) the harm that is caused by the breach is one that is incapable of or very difficult of accurate estimation; and, (c) the amount so fixed is not fixed as a penalty to coerce performance of the Contract but is rather intended to be a genuine pre-estimation of injury to the City of Springfield in lieu of performance within the contract time by the Contractor.

10. PREVAILING WAGE RATE PROVISIONS

The prevailing wage rate requirements, and other requirements associated with the prevailing wage rate, apply to the provisions outlined in Sections 10A – 10G below.

A. Specific To Oregon Prevailing Wage Rate - Bureau Of Labor And Industries (BOLI)

Oregon law requires that if prevailing wage rate law applies a public agency must pay the prevailing wage rate, (as determined by the Oregon Bureau of Labor and Industries) for all contracts over \$50,000.

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

B. Specific To Federal Prevailing Wage Rate – Davis Bacon And Related Acts (DBRA)

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

In the event that total cost of the contract as specified in Section 1 "General Requirements" does not initially exceed \$2,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$2,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.

No wording contained in any other article or any other part of this Contract, either attached or included by reference, shall be construed in such a manner as to limit the applicability of this article.

The following documents are attached hereto, and are made a part of this Contract in their entirety:

- Attachment 1 – Summary of Davis Bacon and Related Acts
- Attachment 2 – Executive Order 11246 – Equal Employment Opportunity
- Attachment 3 – Notice of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)
- Attachment 4 – Important Information Regarding State and Federal Prevailing Wage Rates
- Attachment 5 – Davis Bacon Wage Rate Decision Cover Sheet
- Attachment 6 – Davis-Bacon Wage Rate Decisions
- Attachment 7 – BOLI Wage Determination

C. Prevailing Wage Rate

It is agreed that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, must be paid not less than the applicable prevailing wage rate, as determined by the U. S. Department of Labor or the Oregon Bureau of Labor and Industries. Prevailing wage rate payments include fringe benefits, for each trade or occupation. Contracts ranging from \$2,000.00 to \$49,999.99 are subject to the Davis Bacon and Related Acts (DBRA). Contracts of \$50,000.00 or higher are subject to the requirements of both the Davis Bacon and Related Acts (DBRA) and the Oregon Prevailing Wage Rate - Bureau of Labor and Industries (BOLI), which states that all workers on the project must be paid the higher of the two prevailing wage rates.

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

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

As specified in ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the City of Springfield may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

D. Submission Of Certified Payrolls

As specified in ORS 279C.845, the Contractor or the Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to the City no later than the 5th day of the following month for which the certified statement and certificate are being presented, regardless of whether any work was actually performed on the project or not. This information must be submitted to the City and also retained by the Contractor and Subcontractor(s) for three years.

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

E. Fees To Be Paid

The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.

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

F. Bonding To Be Filed With The Construction Contractors Board

As specified in ORS chapter 279C, and amended by Oregon Laws 2005, chapter 360, Contractors and Subcontractors are required to file with the Construction Contractors Board a public works bond with a corporate surety in the amount of \$30,000.00 before starting work on a Contract or Subcontract for a public works project subject to the provisions of the Prevailing Wage Rate Law (ORS 279C.800 to 279C.870) with a total Contract price greater than \$100,000. The bond shall be mailed or otherwise delivered to the Construction Contractors Board.

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

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

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

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

G. Contractor Ineligibility

As specified in ORS 279C.860 no Contractor, Subcontractor or any firm, corporation, partnership or association in which the Contractor or Subcontractor has a financial interest who appears on the List of Contractors Ineligible to Receive Public Works Contracts, as established by the Bureau of Labor and Industries, shall perform work under this Contract. By signing this Contract, the Contractor certifies that neither the Contractor, nor any Subcontractor who will perform work under this Contract, appears on the most current List of Contractors Ineligible to Receive Public Works Contracts.

The notice at 41 CFR 60-4.0(d) requires that within 10 working days of the award of a subcontract, a contractor must notify the appropriate OFCCP area/field office of the name, address, telephone number, and employer identification number of each subcontractor, the estimated dollar amount of the subcontract, its estimated starting and completion dates, and the geographic area (SMSA or EA) in which the work is to be performed.

11. EMPLOYEE DRUG TESTING

By signing this Contract, Contractor certifies that it currently has in place, and will maintain in place over the life of the Contract, an employee drug testing program pursuant to ORS 279C.505.

12. TERMINATION FOR FAILURE TO COMPLY

Failure to comply with any local, state, or federal laws and regulations shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor. Other grounds for termination are set forth in Sections 108.11 and 108.12 of the Standard Construction Specification of the City of Springfield.

13. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

14. WAIVER

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

15. CAPTIONS

The titles to paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

16. RIGHTS IN DATA

All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for the City of Springfield pursuant to this Contract, shall become exclusively the property of the City of Springfield. The ideas, concepts, know-how, or techniques developed during the course of this Contract by the Contractor's personnel can be used by either party in any way it may deem appropriate. Material already in the Contractor's possession, independently developed by the Contractor outside the scope of this Contract, or rightfully obtained by the Contractor from third parties, shall belong to the Contractor irrespective of their similarity to materials which might be delivered to the City of Springfield pursuant to this Contract. The Contractor shall not, however, use any written materials developed under this Contract in developing materials for others, except as provided in this section.

17. ASSIGNMENT/ SUBCONTRACT

The Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Springfield. No such written approval shall relieve the Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor. The Contractor shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to this Contract and their respective successors and assigns.

19. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS

The Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract. Damages or costs resulting from noncompliance shall be the sole responsibility of the Contractor.

20. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of the City of Springfield to enforce any provision of this Contract, the Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

21. FORCE MAJEURE

Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Springfield may terminate this Contract upon written notice after determining such delay or default will unreasonably prevent successful performance of the Contract.

22. ACCESS TO RECORDS

The City of Springfield and its duly authorized representatives shall have access to books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcripts.

23. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City of Springfield. No modification of this Contract shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

24. NONDISCRIMINATION

The Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.

25. DUAL PAYMENT

The Contractor shall not be compensated for work performed under this contract from any City of Springfield agency other than the agency which is a party to this contract.

26. REMEDIES

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, and any

litigation arising out of this Contract shall be conducted in the courts of the State of Oregon, County of Lane.

IN WITNESS WHEREOF: The said City has caused these presents to be executed by its Mayor and attested by its Recorder pursuant to a motion duly passed by the Common Council of the City of Springfield, and the said Contractor has caused these presents to be executed itself.

**CITY OF SPRINGFIELD, OREGON
(A Municipal Corporation)**

By:

Mayor's Signature

Date

By:

Recorder's Signature

Date:

CONTRACTOR

By:

Contractor's Signature

Name: *(Please Print)*

Title: *(Please Print)*

Date

Business Name

Business Address

City **State** **Zip**

Phone:

Summary of Davis Bacon and Related Acts

Davis Bacon Act

All laborers and mechanics employed by contractors or subcontractors on the project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Secretary of Labor, regardless of contractual relationship. Wages must be paid weekly.

Contract Work Hours and Safety Standards Act

The wages for every mechanic and laborer employed on the job shall be computed on the basis of a standard work week of forty hours. Employees shall be compensated at a rate of not less than one and one half times the basic hourly rate of pay for all hours worked in excess of forty hours in the work week (base rate x 1.5 + fringe benefits = overtime rate).

No person employed on the jobsite shall be required to work in surroundings or any other working conditions which are unsanitary, hazardous or dangerous to health and safety of an employee as determined by the Construction Safety and Health standards promulgated by the Secretary of the United States Department of Labor.

Liquidated damages for failure to pay overtime shall be computed at the rate of \$10 for each calendar day for each employee who was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages.

Copeland Act (Anti-Kickback Law)

Whoever by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract or employment, shall be fined no more than \$5,000 or imprisoned not more than five years, or both.

Apprentices

Department of Labor recognizes only apprentices registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. In Idaho and Alaska, the U.S. D.O.L. does not recognize a State Apprenticeship Agency. The Washington State Apprenticeship Council and the Oregon Bureau of Apprenticeship and Training are approved. The Department of Labor does not recognize a "helper" classification, unless it is on the wage determination, nor do they exempt from Davis Bacon journeyman rates, apprentices reported in excess of a program journeyman/apprentice ratio.

Executive Order 11246 - Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment,

employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has

satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is as shown below. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetable for Minority and Women Utilization

Timetable	Until Further Notice
Economic Area:	173 (Eugene, OR)
Standard Metropolitan Statistical Area (SMSA):	2400 (Eugene-Springfield, OR)
Counties Involved:	Lane, OR
Minority Utilization Goal:	2.4%
Female Utilization Goal:	6.9% (Statewide)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.
Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

Portland Office: US Dept of Labor
ESA - OFCCP
1515 SW 5th Ave., Suite 1030
Portland, OR 97201
(503) 326-4112

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

IMPORTANT INFORMATION
Regarding State and Federal Prevailing Wage Rates

Project Number: P21045; Street Lighting Upgrades – Miscellaneous

The City of Springfield is replacing existing street lights. This project will remove and properly dispose of the existing Low Pressure Sodium (LPS) fixtures and replace the fixtures with new lights, that will meet the City Special Provisions, on the existing luminaire arms.

Bid Opening Date: February 1, 2011

Effective January 1, 2006, Oregon State Senate Bill 477 requires that workers on certain public works projects be paid the higher of federal or state prevailing wage rates. It has been determined that this public works project is subject to both Federal and State Prevailing Wage Rate Laws. Contractors for this project must pay the higher of the state or federal prevailing wage rates. Included in this bid packet is the following document to assist you in determining the proper wage rates for this project:

Current Federal Davis Bacon Wage Decision #OR100071 modification #5, 12/31/2010

For detailed information regarding the Federal Davis Bacon Wage Decision please see Attachments 5 and 6.

The Oregon Wage Determination and the State/Federal Prevailing Wage Rate Selector for Lane County can be found at:

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml

and

<http://www.gpo.gov/davisbacon/OR.html>

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

- 1.) *January 1, 2011 Prevailing Wage Rate Publication; Prevailing Wage Rates for Public Works Contracts in Oregon Subject to BOTH State PWR Law and the Federal Davis-Bacon Act (including amendments)*
- 2.) *The following Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon Subject to BOTH the State PWR Law and the Federal Davis-Bacon Act also apply;*
 - a.) *January 1, 2011 PWR Apprenticeship Rates*

The Oregon Wage Determination is updated every six months. The Davis-Bacon Wage Decision may be updated at any time. The Davis Bacon Wage Decision that will prevail for the duration of this project will be the decision that is most current **10 days prior to bid opening**. The final wage decision will be provided to all parties receiving bid packets, prior to the bid opening date. Contractors are responsible for identifying changes in the final Davis-Bacon wage decision (marked by *) and comparing these changes to the State PWR. In all cases, the contractor is responsible for paying the higher of the state or federal prevailing wage rate for each job classification. If there are no updates to the Davis Bacon wage decision included in this packet, you will be notified, and no additional wage decision will be provided.

If you have any questions or concerns regarding prevailing wage compliance for this project, please contact:

Jayne McMahan, Senior Management Analyst
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

Phone: (541) 726-3708
Fax: (541) 726-3782
Email: jmcmahan@springfield-or.gov

The undersigned bidder hereby certifies that, if awarded the contract, they shall fully comply with all applicable provisions regarding prevailing wage rates as required by ORS 279C.800 to 279C.870 and/or 40 U.S.C. §§ 276a to 276a-7.

Company Name *(Please Print)*

Bidder's Name *(Please Print)*

Bidder's Address

City

State

Zip

Bidder's Signature

Title

Date

Prevailing Rate of Wage

839-025-0035

Payment of Prevailing Rate of Wage

- (1) Every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the commissioner, in which the workers are employed.
- (2) When a public works project is subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.), if the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage as determined under ORS 279C.815.
- (3) Every person paid by a contractor or subcontractor in any manner for the person's labor in the construction, reconstruction, major renovation or painting of a public work is employed and must receive no less than the applicable prevailing rate of wage, regardless of any contractual relationship alleged to exist. Thus, for example, if partners are themselves performing the duties of a worker, the partners must receive no less than the prevailing rate of wage for the hours they are so engaged.
- (4) Persons employed on a public works project and who are spending more than 20% of their time during any workweek in performing duties which are manual or physical in nature as opposed to mental or managerial in nature are workers and must be paid the applicable prevailing rate of wage. Mental or managerial duties include, but are not limited to, administrative, executive, professional, supervisory or clerical duties.
- (5) Persons employed on a public works project for the manufacture or furnishing of materials, articles, supplies or equipment (whether or not a public agency acquires title to such materials, articles, supplies or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) are not workers required to be paid the applicable prevailing rate of wage unless the employment of such persons is performed in connection with and at the site of the public works project.
- (6) Except as provided in ORS 279C.838, persons employed on a public works project who are employed by a commercial supplier of goods or materials must be paid no less than the applicable prevailing rate of wage when the work is performed at the "site of work" as that term is defined in OAR 839-025-0004(25) or when the work is performed in fabrication plants, batch plants, barrow pits, job headquarters, tool yards or other such places that are dedicated exclusively or nearly so to the public works project.
- (7) Except as provided in ORS 279C.838, persons employed on a public works project by the construction contractor or construction subcontractor to transport materials or supplies to or from the public works project are required to be paid the applicable prevailing wage rate for work performed in connection with the transportation of materials or supplies at the "site of work" as that term is defined in OAR 839-025-0004(25).
- (8) Persons employed on a public works project for service work as opposed to construction

work are not workers required to be paid the prevailing rate of wage.

(9) Every apprentice, as defined in these rules, must be paid not less than the appropriate percentage of the applicable journeyman's wage rate and fringe benefits as determined pursuant to ORS 279C.800 to 279C.870. Any worker listed on a payroll at an apprentice wage rate, who is not an apprentice as defined in these rules, must be paid not less than the applicable prevailing rate of wage for the classification of work actually performed. In addition, if the total number of apprentices employed exceeds the ratio permitted in the applicable standards, all apprentices so employed must be paid not less than the applicable journeyman's prevailing wage rate for work actually performed.

(10) Every trainee, as defined in these rules, must be paid not less than the appropriate percentage of the applicable journeyman's wage rate and fringe benefits determined pursuant to ORS 279C.800 to 279C.870. Any worker listed on a payroll at a trainee wage rate, who is not a trainee as defined in these rules, must be paid not less than the applicable prevailing rate of wage for the classification of work actually performed. In addition, if the total number of trainees employed exceeds the ratio permitted in the applicable standards, all trainees so employed must be paid not less than the applicable journeyman's prevailing wage rate for work actually performed.

Prevailing Wage Rate Forms

WH-38A Certified Payroll Instructions

WH-38 Certified Payroll Form



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. Check either the prime contractor or subcontractor box. 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, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE: The employee's full name must be shown on each payroll submitted. The employee's address (and the social security number on Davis-Bacon projects only) 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 Operations 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 amount paid directly to the employee as wages. (For overtime hours worked, it is not necessary to pay time and one half for the fringe 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 on 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 the employee shown in Column 6, and
 - c) the hourly fringe benefit paid to the 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 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 REQUIRED TO BE SUBMITTED TO THE CONTRACTING AGENCY ONLY.

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:	
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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:

(1)	(2)		(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE**	TRADE, CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)									TOTAL HOURS	BASE HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
			HOURS WORKED EACH DAY															
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*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.
 ** Social Security Number is required only for Davis-Bacon projects.

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 _____
(MONTH) (YEAR)

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 CONTRACTING AGENCY

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.

Current Davis Bacon Wage Decision
For Inclusion into Bid Packet

Locate on <http://www.gpo.gov/davisbacon/OR.html>

The Current Davis Bacon Wage Decision is included in this bid packet. These rates may change. If the rates change, 10 days prior to bid opening the City will print a Final Wage Decision and provide it to all parties that have purchased bid packets for final bidding.

Current Federal Davis Bacon Wage Decision

OR100071 modification # 5, 12/ 31/ 10

General Decision Number: OR100071 12/31/2010 OR71

Superseded General Decision Number: OR20080071

State: Oregon

Construction Type: Heavy

County: Lane County in Oregon.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/23/2010
2	05/14/2010
3	07/02/2010
4	11/26/2010
5	12/31/2010

BROR0001-012 06/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 32.89	17.43

CARP0001-024 06/01/2007

	Rates	Fringes
Carpenters:		
Excluding Form Work.....	\$ 27.56	13.30

ELEC0280-014 01/01/2010

LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.05	3%+14.43

ELEC0932-010 01/01/2009

LANE COUNTY (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.97	3%+12.40

ENGI0701-030 01/01/2010

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 37.27	11.50
GROUP 1A.....	\$ 39.13	11.50
GROUP 1B.....	\$ 41.00	11.50
GROUP 2.....	\$ 35.64	11.50
GROUP 3.....	\$ 34.65	11.50
GROUP 4.....	\$ 33.71	11.50
GROUP 5.....	\$ 32.60	11.50
GROUP 6.....	\$ 29.61	11.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments;

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); Rubber tired scraper with tandem scrapers, multi-engine Trenching Machine-Wheel Operator; Loader 120,000 lbs and above; BLADE: Auto Grader; Blade Operator-Robotic; Bulldozer over 120,000 lbs and above; CRANE: Derrick Barge Operator 30 ton but less than 150 ton;

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units; Loader 60,000 lbs and less than 120,000 lbs; Bulldozer over 70,000 lbs up to and including 120,000 lbs;

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/BACKHOE-ROBOTIC: track and wheel type, up to and including 20,000 lbs. with any or all attachments; BLADE: Blade Operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom

type lifting device, 5 ton capacity or less; Asphalt Paver; Rubber-Tired Scraper, single engine, single scraper; Compactor-Self Propelled; Loaders 25,000 lbs and less than 60,000 lbs; Bulldozer over 20,000 lbs and more than 100 horse up to 70,000 lbs; Mechanic; CRANE: Derrick Barge Operator less than 30 ton; Piledriver; Screed; Compactor with blade

GROUP 5: TRACKHOE/BACKHOE HYDRAULIC: Track type up to and including 20,000 lbs, Wheel type (Ford, John Deer, Case Type); Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; Concrete Pumper; Concrete Paver: Compactor; Loaders, rubber tired type , less than 25,00 lbs; Forklift over 5 ton, Bulldozer 20,000 lbs or 100 horses or less; Mixer operator; Roller; Compactor without blade

GROUP 6: LOADERS: (less than 1 cu yd.); Oiler; Bobcat/Skid Loader; Grade Checker; Crane oiler; Drill Assistant; Forklift; Asphalt Spreader; Broom Operator; Forklift; Roller (non-asphalt)

* IRON0029-011 07/01/2010

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 33.12	17.40

LABO0003-022 06/01/2008

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.66	11.25
GROUP 2.....	\$ 25.29	11.25
GROUP 3.....	\$ 25.75	11.25
GROUP 4.....	\$ 26.15	11.25
GROUP 5.....	\$ 21.51	11.25

LABORER CLASSIFICATIONS

GROUP 1: Blaster, Demolition; Laborer: Water, Sewer Underground

GROUP 2: Chain Saw

GROUP 3: Vibrating Plate

GROUP 4: Asphalt Raker; Pipelayer; Grade Checker

GROUP 5: Flagger, Traffic Control-Cone Setter

PAIN0055-032 07/01/2009

	Rates	Fringes
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Painters:

Including Brush and Roller...\$ 18.59 7.24

SUOR2009-055 11/23/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 22.47		9.29
DRYWALL FINISHER/TAPER.....\$ 24.05		0.00
HIGHWAY/PARKING LOT STRIPING:		
Painter.....\$ 24.74		5.43
LABORER: Asphalt Spreader.....\$ 22.18		9.39
LABORER: Common or General.....\$ 19.52		6.22
LABORER: Form-Stripping.....\$ 19.27		6.32
LABORER: Landscape.....\$ 10.60		1.80
LABORER: Mason Tender - Brick...\$ 18.39		6.74
LABORER: Mason Tender - Cement/Concrete.....\$ 22.39		6.90
OPERATOR: Excavator.....\$ 25.06		5.94
OPERATOR: Tractor.....\$ 20.00		0.73
PAINTER: Spray Only.....\$ 19.77		0.00
PILEDRIVERMAN.....\$ 26.19		11.58
TRUCK DRIVER: Dump Truck.....\$ 16.11		8.81
TRUCK DRIVER: Lowboy Truck.....\$ 17.07		5.50
TRUCK DRIVER: Water Truck.....\$ 18.65		6.70
TRUCK DRIVER.....\$ 32.10		5.90

TEAM0037-009 06/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....\$ 26.90		12.75

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flatbed Truck; Off the Road Truck

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

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

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

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

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

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

END OF GENERAL DECISION

Current BOLI Wage Determination

LANE COUNTY

JANUARY 1, 2011

Because federal Davis-Bacon rates may change at any time, verify federal Davis-Bacon rates at <http://www.access.gpo.gov/davisbacon/or.html>. (See Step #1 on Page 1).

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix- State	
Boilermaker	See Appendix- State	
Bricklayer/Stonemason	See Appendix- DB	
Bridge and Highway Carpenter	\$31.15	\$13.14-State
Carpenter Group 1 & 2	See Appendix- State	
Cement Mason	See Appendix- DB	
Diver	See Appendix- State	
Divers' Tender	See Appendix- State	
Diver Standby	See Appendix- DB	
(Diver) Manifold and/or Decompression Chamber Operator	See Appendix- DB	
Dredger		
Zone A:		
Leverman, Dipper, Floating Clamshell	See Appendix- State	
Leverman, Hydraulic	See Appendix- State	
Assistant Engineer	See Appendix- State	
Tenderman	See Appendix- State	
Fill Equipment Operator	See Appendix- State	
Assistant Mate	See Appendix- State	
Zone B:		
Leverman, Dipper, Floating Clamshell	See Appendix- State	
Leverman, Hydraulic	See Appendix- State	
Assistant Engineer	See Appendix- State	
Tenderman	See Appendix- State	
Fill Equipment Operator	See Appendix- State	
Assistant Mate	See Appendix- State	
Zone C:		
Leverman, Dipper, Floating Clamshell	See Appendix- State	
Leverman, Hydraulic	See Appendix- State	
Assistant Engineer	See Appendix- State	
Tenderman	See Appendix- State	
Fill Equipment Operator	See Appendix- State	
Assistant Mate	See Appendix- State	
Drywall (drywall/wetwall/lather)	See Appendix- State	
Drywall Taper (Painter)	See Appendix- DB	
Electrician-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	See Appendix- State	
Electrician-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	See Appendix- State	
Cable Splicer	See Appendix- State	
Electrical Material Handler	See Appendix- State	
Elevator Constructor, Installer and Mechanic	See Appendix- State	
Fence Constructor (Non-metal) (Laborer Group 1)	See Appendix- DB	
Flagger (Laborer Group 5)	See Appendix- DB	
Glazier	See Appendix- State	
Hazardous Materials Handler/ Mechanic	\$17.49	\$3.87-State

LANE COUNTY

JANUARY 1, 2011

Because federal Davis-Bacon rates may change at any time, verify federal Davis-Bacon rates at <http://www.access.gpo.gov/davisbacon/or.html>. (See Step #1 on Page 1).

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Highway and Parking Striper	HWY: See Appendix-DB HVY/BLDG: \$26.11 \$8.20-State	
Ironworker	See Appendix- State	
Laborer Group 1	See Appendix- State	
Laborer Group 2	See Appendix- State	
Laborer Group 3	See Appendix- State	
Laborer Group 4	See Appendix- State	
Laborer Group 5	See Appendix- State	
Landscape Laborer	\$16.39	\$3.42-State
Limited Energy Electrician		
Low voltage wiring installer and HVAC temperature control installation only (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)	\$26.41	\$8.48-State
Low voltage wiring installer and HVAC temperature control installation only (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)	See Appendix- DB	
Line Constructor:		
Cable Splicer	See Appendix- State	
Groundman	See Appendix- State	
Line Equipment Man	See Appendix- State	
Lineman, Pole Sprayer, Heavy Line Equipment Man	See Appendix- State	
Powderman, Jackhammer Man	See Appendix- State	
Tree Trimmer	See Appendix- State	
Marble Setter	See Appendix- State	
Millwright; Machine Erector (Carpenter)	HWY: See Appendix-DB BLDG/HVY: \$26.93 \$8.54-State	
Painter	\$20.37	\$6.54-State
Piledriver (Carpenter Group 6)	See Appendix- State	
Plasterer and Stucco Mason	See Appendix- DB	
Plumber/Pipefitter/Steamfitter	See Appendix- DB	
Power Equipment Operator Group 1	See Appendix- State	
Power Equipment Operator Group 1A	See Appendix- State	
Power Equipment Operator Group 1B	See Appendix- State	
Power Equipment Operator Group 2	See Appendix- State	
Power Equipment Operator Group 3	See Appendix- State	
Power Equipment Operator Group 4	See Appendix- State	
Power Equipment Operator Group 5	See Appendix- State	
Power Equipment Operator Group 6	See Appendix- State	
Roofer	See Appendix- DB	
Sheet Metal Worker	\$30.45	\$12.87-State
Soft Floor Layer	\$23.21	\$9.12-State
Sprinkler Fitter	\$29.78	\$12.38-State
Tender to Mason Trades: Brick	See Appendix- State	
Tender to Mason Trades: Cement/Concrete	See Appendix- State	
Tender to Plasterer and Stucco Mason	\$17.15	\$11.02-State
Testing, Adjusting, and Balancing (TAB) Technician	\$27.53	\$8.18-State

LANE COUNTY

JANUARY 1, 2011

Because federal Davis-Bacon rates may change at any time, verify federal Davis-Bacon rates at <http://www.access.gpo.gov/davisbacon/or.html>. (See Step #1 on Page 1).

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Tile Setter/Terrazzo Worker: Hard Tile Setter	See Appendix-DB	
Tile & Terrazzo Finisher	See Appendix-State	
Brick & Marble Finisher	See Appendix-State	
Truck Driver:		
Group 1	See Appendix-DB	
Group 2	See Appendix-DB	
Group 3	See Appendix-DB	
Group 4	See Appendix-DB	
Group 5	See Appendix-DB	
Group 6	See Appendix-DB	
Group 7	See Appendix-DB	
Truck Driver: Dump Truck Only	\$19.90	\$5.92-State
Truck Driver: Lowboy Only	\$19.90	\$5.92-State
Truck Driver: Water Truck Only	\$19.90	\$5.92-State

OREGON DETERMINATION 2011-01

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 Group 2
(Carpenter Group-I) (Carpenter Group-II)

Group 3 Group 4
(Millwright Group-I) (Millwright Group-II)

Group 5 Group 6
(Bridge & Highway (Piledriver)
Carpenter)

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	+
Rate		Pay	Enclosure
Pay			Pay
			=
			Total
			Hourly
			Rate

Divers' Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
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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
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Fill Equipment Operator	38.28	12.50
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Assistant Mate	35.85	12.50
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Zone Differential for Dredgers
(Add to Zone 1 Base Rate)

Zone B	3.00
Zone C	6.00

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the city hall of Portland.

Zone B: More than 30 miles but not more than 60 miles.

Zone C: Over 60 miles.

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

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

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

Zone mileage based on road miles:

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

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

Reference Cities

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

ELECTRICIAN

Area 2

Electrician	35.20	15.29
Cable Splicer	36.96	15.34

Area 3

Electrician	31.97	13.86
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Area 4

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

ELECTRICIAN (Continued)

Area 5

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

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

Zone mileage based on air miles:

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

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

Astoria Hood River Seaside The Dalles
Tillamook

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

Area 6

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

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

Zone mileage based on road miles:

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

OREGON DETERMINATION 2011-01

TRADE

**BASIC
HOURLY RATE FRINGE**

TRADE

**BASIC
HOURLY RATE FRINGE**

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
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Area 2

Mechanic	44.32	20.04
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Reference Cities

Area 1

Baker
Umatilla
Union
Wallowa

Area 2

All
Remaining
Counties

<u>GLAZIER</u>	31.23	15.26
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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
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IRONWORKER

Zone 1 (Base Rate):

33.62	19.60
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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 RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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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
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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
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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
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Area 3	35.69	20.39
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<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 126 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
HOURLY FRINGE
RATE**

TRADE

**BASIC
HOURLY FRINGE
RATE**

ROOFER (Continued)

Area 2

Douglas Marion Polk Yamhill

SHEET METAL WORKER

Area 1 **34.42 17.11**

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.

Area 2 **23.51 14.45**

Area 3 **31.61 16.93**

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask.

Area 4 **30.00 15.12**

Area 5 **28.98 15.54**

<u>Area 1</u>	<u>Area 1</u> (Cont.)	<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

SOFT FLOOR LAYER **26.63 10.85**

SPRINKLER FITTER **32.75 18.20**

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

26.88 11.85

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

Water Distribution Systems
(Plumber/Pipefitter/Steamfitter)

35.69 20.39

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter

28.90 13.57

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

TILE, TERRAZZO, AND MARBLE FINISHER

TILE, TERRAZZO FINISHER

21.91 10.00

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

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).

**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 Brianne 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**

Office of Federal Contract Compliance Programs (OFCCP)

OFCCP Debarred Companies

To find a list of current companies/individuals that have been declared ineligible for Federal contracts because they violated Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Sec. 793 ("Section 503"); and/or the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Sec. 4212 ("Section 4212"), please follow the instructions below to access the Excluded Parties Listing System (EPLS). EPLS is the electronic version of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (Lists), which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

1. Click on the [Excluded Parties Listing System](#) link. You will leave the Department of Labor's web site and enter the EPLS web site.
2. On the right side, under the Reports Menu, select the "Advanced Reports" link.
3. Under the heading "Exclusion Type," select Procurement.
4. The CT Code that designates exclusion because of EO 11246, Section 503, or Section 4212 is Code F. CT Code *F* is defined as:

Cause Declared ineligible by the Secretary of Labor or the Assistant Secretary of Labor for Employment Standards in accordance with Executive Order No. 11246, as amended (30 FR 12319, September 28, 1965; 32 FR 14303, October 13, 1967; 43 FR 46501, October 5, 1978) Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Sec. 793, and/or the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Sec. 4212, and is based on the contractor's or subcontractor's failure to satisfy its obligations under the Equal Opportunity Clause or Affirmative Action Clause of a Federal contract or federally assisted construction contract.

Treatment The contractor or subcontractor and its officers, agents, successors, divisions and subsidiaries are ineligible for the award of any contract or subcontract funded, in whole, or part, with funds from any agency, or for the extension or other modification of existing contracts or subcontracts. Debarment is for an indefinite period of time pending the contractor's or subcontractor's compliance with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and their respective implementing regulations, or for a fixed period of not less than six months. Therefore, the termination date will be listed as the ending date of such as a fixed period, or as "Indefinite" (Indef.)

5. Next, under the heading "CT Code (Procurement), select F. Click Search

Excerpts from the Special Terms and Conditions for the Energy Efficiency and Conservation Block Grant Program

1. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS:

It is the sense of the Congress that, to the greatest extent practicable, all equipment and product purchased with funds made available under this award should be American-made. Contractors shall provide evidence by listing the source of equipment and products to include the country where produced and assembled.

2. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. *(City has determined that this requirement is not applicable or a NEPA analysis is not required or a NEPA analysis has already occurred.)*

3. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projected, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act. ***Contractors must keep separate records for this project apart from other Recovery Act projects they may be involved in.***

4. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

This award term is applicable to any recovery act funds for construction, alteration, maintenance, or repair of a public building or public work and the total project value is estimated to be less than \$7,443,000. This award term also applies to all sub-grants and contracts.

a. Definitions. As used in this award term and condition –

- (1) ***Manufactured goods*** means a good brought to the construction site for incorporation into the building or work that has been –
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
- (2) ***Public building and public work*** means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.
- (3) ***Steel*** means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Domestic preference.

- (1) This award term and condition implements Section 1605 of the American Recovery and reinvestment Act of 2009 (Recovery Act) (Pub. L. 111—5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
- (2) This requirement does not apply to the material listed by the Federal Government as follows: NONE

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(4) All fixtures must be produced in the United States except as stated in b(3) above. Contractors shall provide source of fixtures.

5. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT (MAY 2009)

This award term is applicable to recovery act programs or activities that may involve construction, alteration, maintenance, or repair. This award term also applies to all sub-grants and contracts.

a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40, U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section, Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

b. In addition to normal prevailing wage rate requirements, Section 1606 of the Recovery Act requires that ***all laborers and mechanics employed by contractors and subcontractors*** on projects funded directly by or assisted in whole or in part by and through the Federal government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

6. COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award and in particular:

(b) The Contractor and subcontractor shall insert in any subcontracts for construction, alterations, and repairs with the United States the articles entitled---

- (1) Davis-Bacon Act;
- (2) Contract Work Hours and Safety Standards Act –Overtime Compensation (if the article is included in this award);
- (3) Apprentices and Trainees;
- (4) Payrolls and basic records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination – Debarment
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Davis-Bacon and Related Act Regulations; and
- (11) Certification of Eligibility

(c) **The Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).**

(d) (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this article, including this paragraph (e) in all Subcontracts for construction within this United States.

7. PROHIBITION OF USE OF FUNDS

None of the funds derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

8. ACCESS TO RECORDS

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) To examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transaction relation to, the subcontract, subcontract, grant, or subgrant; and
- (2) To interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

9. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS

The Contractor shall comply with all requirements of Section 1553 of the Act including but are not limited to:

(1) Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub.L.111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- As violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

10. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS (MAY 2009)

Recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A—102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

11. FALSE CLAIMS ACT

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

12. INFORMATION IN SUPPORTING OF RECOVERY ACT REPORTING

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

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THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: _____

Modifications to this Bond: _____

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

(Any additional signatures appear on page 3)

Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: _____

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

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

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

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 6)

Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

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

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

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STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

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

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

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

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

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

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

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

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

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

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

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

Title

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Address

City State Zip

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Street Light Upgrades - Miscellaneous Project P21045

SPECIAL PROVISIONS

1. Mobilization – Bid Item No. 060

Contractor shall note Section 201 Mobilization and Sub-Section 201.4.00 in the Standard Specifications. Measurement and payment shall be on the basis of lump sum per City of Springfield Specifications.

2. Temporary Traffic Control - Bid Item No. 061

This item shall include the submission of a traffic control plan (TCP) for work within the public right-of-way during all phases of work. The plan shall show each individual phase of the project with a schedule and map showing placement and description of each temporary traffic control device. The plan shall comply with the current Manual on Uniform Traffic Control Devices (including the Oregon Supplements) and the current Oregon Department of Transportation "Oregon Temporary Traffic Control Handbook." The plan must illustrate changes in lane usage, locations and types of traffic control devices, and shall encompass advanced warning for all intersecting streets. Measurement and payment shall be on the basis of lump sum per City of Springfield Specifications.

Traffic Control Plan: Traffic control plan(s) (TCP) must be submitted for all projects in the public right-of-way no later than three (3) working days before work begins and **shall be submitted using the attached City of Springfield TCP submittal form.** If this plan is not received and approved prior to starting, the Engineer reserves the right to shut down all work at the contractors expense (with a written stop work order to follow within 24 hours) until a plan has been approved and implemented. No work shall be permitted until the area has been signed as per the approved traffic control plan. The signing shown on the traffic control plan is the minimum required signing. All signs, barricades, cones, flaggers, and other such "devices" to warn, safeguard, protect, guide, and inform the public and the workers during the life of the project shall be furnished, constructed, installed, maintained, moved and removed by the Contractor.

The devices to be furnished and used by the Contractor and their placement shall conform to the requirements indicated on the plans. Cases, conditions, and details not covered on the plans shall conform to the applicable provisions of Part IV of the Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.), including the current Oregon Supplements.

Any sidewalk closures or detours shall also be noted and submitted with the temporary traffic control plan. All work areas shall be properly controlled for pedestrian and bicycle safety in addition to standard vehicle traffic and shall comply

with the standards stated above.

Existing Signing: All existing guide signs, warning signs, and regulatory signs shall be maintained at locations readily visible to the traveling public throughout the life of the project, or until new signs replacing them are installed, whichever occurs first.

All temporary construction signs when not in use will be either covered or moved so as not to be seen by the traveling public. If construction signing is left in effect when there is no need, the Contractor has 2 hours after notification to cover or move these signs. If the Contractor has not taken care of the signs beyond 2 hours of notification, the Engineer reserves the right to have City of Springfield employee/s move or cover the signs and bill the Contractor for time and materials (1 hour minimum).

Measurement and payment of traffic control devices for temporary business access shall be cost incidental to Bid Item No. 061, Temporary Traffic Control.

3. Street Light Change Outs - Bid Item No. 599

This bid item shall include all labor, materials, equipment, utility company fees and City Building Department fees necessary to remove and reinstall new street lights as required in the plans and specifications. All work shall be in accordance with the project plans, these special provisions, and as directed by the Engineer. Pay item shall be for the removal, proper disposal of removed fixture and installation of replacement fixture. Measurement and payment shall be on a per each basis per City of Springfield Specifications.

4. Street Light New Install - Bid Item No. 598

This bid item shall include the cost of the replacement fixture meeting the specifications contained herein. All fixtures shall be installed in compliance with the manufacturer's instructions or at the direction of the Engineer. Measurement and payment shall be on a per each basis per City of Springfield Specifications.

Street Light Specification

Housing: Luminaire housing with integral cooling fins shall be die cast aluminum with universal four-bolt slip fitter for mounting to 1¹/₄ " to 2" (1⁵/₈" to 2³/₈" O.D.) diameter mast arm. Electrical components shall be accessed without tools and are mounted on power door. Conductors from power supply to terminal block and LED board must be spliced with quick style electrical disconnects. Photo-control receptacle is standard and shall be rotatable without tools.

Light Emitting Diodes: Hi-flux/Hi-power white LEDs shall produce a minimum of 70% of initial intensity at 74,000 hours of life. LEDs shall be tested in accordance with IESNA LM-80 testing procedures. They shall have a mean correlated color temperature of 4000K (standard) ± 300K and a minimum CRI of 65.

Optical Systems: Micro-lens optical systems shall produce IESNA Type 2 and Type 3 distributions. Luminaire shall be classified as "full-cutoff" and produce 0% total lumens above 90°.

Electrical: Power supply shall have a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC shall meet or exceeds FCC CFR Part 15. Transient voltage shall comply with ANSI C62.41 Cat. A. Power supply shall be field adjustable without tools to 350mA, 530mA, or 700mA drive current.

Finish: Housing shall receive a fade and abrasion resistant, epoxy polyester powder coat, RAL 39/70010, ASA 70 light gray finish standard.

Accessories: Optional brackets shall be available for mounting luminaires to square poles, round poles, and post top tenons. Optional flush mounted house side shield shall cut off light at ½ mounting height behind the luminaire and be factory or field installable.

Listings/ Ratings/ Warranties: Luminaires shall be UL listed for use in wet locations in the United States and Canada. Optical systems shall maintain an IP66 rating. Five-year limited warranty is required for all components.

Photometry: All luminaires shall be photometrically tested by certified independent testing laboratories in accordance with IESNA LM-79 testing procedures. Test report shall specify that the luminaire is classified as "Full Cutoff".

Luminaire shall be Leotek model number GC1-60C-MV-NW-2M-GY-350 or approved equal.

Photocell Specification: Photocell's shall be rated for 5 year minimum life.

Note: "brand name or equal specification" means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics needed to meet the contracting agency's requirements and authorizes bidders or proposers to offer goods or services that are equivalent or superior to those named or described in the specification.

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