



www.ci.st-helens.or.us

City of St. Helens
UPDATED COUNCIL AGENDA
Wednesday, July 20, 2016
 City Council Chambers, 265 Strand Street, St. Helens

City Council Members

Mayor Randy Peterson
 Council President Doug Morten
 Councilor Keith Locke
 Councilor Susan Conn
 Councilor Ginny Carlson

Welcome!

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OATHS OF OFFICE – New Police Officer Evin Eustice & Reserve Police Officer Abby Hanson**
4. **PROCLAMATION – American Cancer Society Relay for Life® Paint the Town Purple – July 25, 2016**
5. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
6. **ANNUAL REPORT FROM MUNICIPAL JUDGE CINDY PHILLIPS**
7. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3207:** An Ordinance Establishing a ~~Three-Percent~~ Tax on the Sale of Marijuana Items by a Marijuana Retailer in the City of St. Helens
8. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3208:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.20 Regarding Camping in the Public Rights of Way and on Public Property
9. **RESOLUTIONS**
 - A. **Resolution No. 1753:** A Resolution Approving Referral to the Electors of the City of St. Helens at the November 8, 2016 General Election, the Question of Whether to Establish a ~~Three-Percent~~ Tax on the Sale of Marijuana Items by a Marijuana Retailer in the City of St. Helens

PUBLIC COMMENT – Increase in Garbage & Recycling Rates

 - B. **Resolution No. 1754:** A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1700
 - C. **Resolution No. 1755:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying Taxes for the Fiscal Year Beginning July 1, 2016, Superseding Resolution No. 1750
 - D. **Resolution No. 1756:** A Resolution Authorizing the Execution and Delivery of a Master Tax-Exempt Lease Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith
10. **AWARD CONTRACT FOR SAND ISLAND NORTH DOCK REPAIR PROJECT**
11. **AWARD CONTRACT FOR 2016 ASPHALT PATCHING PROJECT TO S-2 CONTRACTORS, INC.**
12. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Agreement with SpyGlass Group, LLC for Snapshot Audit of Primary Telecommunications Services
 - B. Agreement with Penny Hummel Consulting for Library Strategic Planning Services

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
 For more information or for an application, stop by City Hall or call 503-366-8217.

- C. Agreement with Mason, Bruce & Girard for Forestry Management Services
- D. [RATIFY] Satisfaction of Mortgage for CAT Loan Payoff – 141 Allendale Drive (Harwood)
- E. Public Sewer Easement Encroachment License – West side of N. River Street (St. Helens Marina)
- F. Outcall Notification & Alerting Services Letter Agreement for Columbia Alert Network
- G. Agreement for Crisis Intervention Team Coordinator
- H. Oregon State Marine Board Grant Agreement for North Sand Island Marine Park Boating Improvements
- I. [RATIFY] First Amendment to CR Contracting Public Improvement Contract for Crack Sealing
- J. Contract Payments
- K. Contract with Ameresco for Phase II Design & Construction for LED Lighting Project
- L. Agreement with Pauly, Rogers, and Co., PC for Audit Services for Year Ending June 30, 2016

13. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**

14. **CONSENT AGENDA FOR ACCEPTANCE**

- A. Planning Commission Minutes dated May 10 & June 14, 2016
- B. Library Board Minutes dated April 12, May 23 & June 21, 2016
- C. Accounts Payable Bill List

15. **CONSENT AGENDA FOR APPROVAL**

- A. Exclusive Use Permit: Women's Softball, Campbell Park Fields 1&2, August 8 – Sept. 30
- B. Council Work Session, Public Hearing and Regular Session Minutes dated June 1, 2016
- C. Accounts Payable Bill List

16. **MAYOR PETERSON REPORTS**

17. **COUNCIL MEMBER REPORTS**

18. **DEPARTMENT REPORTS**

19. **ADJOURN**

City of St. Helens
ORDINANCE NO. 3207

**AN ORDINANCE ESTABLISHING A TAX ON THE SALE OF
MARIJUANA ITEMS BY A MARIJUANA RETAILER IN THE CITY OF
ST. HELENS**

WHEREAS, Section 34a of House Bill 3400 (2015) (codified at ORS 475B.345) provides that a city council may adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city; and

WHEREAS, the St. Helens City Council wishes to exercise that power to tax the sale of marijuana items by a marijuana retailer in the City of St. Helens at the maximum rate allowed by law, which is currently three percent.

NOW, THEREFORE, THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

SECTION 1. St. Helens Municipal Code is amended by adding a new Chapter 5.38 Recreational Marijuana Tax, as provided in Exhibit A.

SECTION 2. Severability. The sections, subsections, paragraphs and clauses of this Ordinance or any intergovernmental agreement with the State of Oregon are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

SECTION 3. Savings. Notwithstanding any amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

SECTION 4. Intergovernmental Cooperation. After the effective date of this Ordinance, the City may enter into an agreement whereby the State of Oregon, by and through any state department or agency, is responsible for the administration, collection, distribution or enforcement of the tax authorized under this chapter, either in full or in part, without needing to obtain voter approval.

SECTION 5. Referral. This Ordinance shall be referred to the electors of St. Helens at the next statewide general election on Tuesday, November 8, 2016.

SECTION 6. Effective Date. This Ordinance shall be effective upon certification by the County Elections Official that it has received voter approval at an election

conducted on November 8, 2016.

Read the first time: June 15, 2016
Read the second time: July 20, 2016

APPROVED AND ADOPTED by the City Council this 20th day of July, 2016, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

Exhibit A

Chapter 5.38 RECREATIONAL MARIJUANA TAX

- 5.38.010 Purpose**
- 5.38.015 Definitions**
- 5.38.020 Tax Imposed**
- 5.38.025 Amount and Payment, Deductions**
- 5.38.030 Marijuana Retailer Responsible for Payment of Tax**
- 5.38.035 Penalties and Interest**
- 5.38.040 Appeal**
- 5.38.045 Refunds**
- 5.38.050 Actions to Collect**
- 5.38.055 Violation**
- 5.38.060 Confidentiality**
- 5.38.065 Audit of Books, Records, or Persons**
- 5.38.070 Forms and Regulations**
- 5.38.075 Intergovernmental Agreement**

5.38.010 Purpose

The purpose of this chapter is to impose a three percent tax upon the retail sale of marijuana items by marijuana retailers in the City of St. Helens.

5.38.015 Definitions

As used in this ordinance, unless the context requires otherwise:

1. "Consumer" means a person who purchases, acquires, owns, holds or uses marijuana items other than for purposes of resale.
2. "Director" means the Finance Director for the City of St. Helens or his or her designee.
3. "Retail sale price" means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item.
4. "Marijuana item" has the meaning given that term in ORS 475B.015(16).
5. "Person" means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the

United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.

6. "Marijuana retailer" means any person who is required to be licensed or registered or has been licensed or registered by the State of Oregon to provide marijuana items to consumers for money, credit, property or other consideration.
7. "Retail sale" or "Sale" means the exchange, gift or barter of a marijuana item by any person to a consumer.
8. "Tax" means either the tax payable by the marijuana retailer or the aggregate amount of taxes due from a marijuana retailer during the period for which the marijuana retailer is required to report collections under this chapter.
9. "Taxpayer" means any person obligated to account to the Director for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.

5.38.020 Tax Imposed

A tax is hereby levied and shall be paid by every marijuana retailer exercising the taxable privilege of selling marijuana items as defined in this chapter. The Director is authorized to exercise all supervisory and administrative powers with regard to the enforcement, collection, and administration of the marijuana tax.

5.38.025 Amount and Payment, Deductions

In addition to any fees or taxes otherwise provided for by law, every marijuana retailer engaged in the sale of marijuana items in the City of St. Helens shall pay a tax of three percent (3%) of the retail sale price paid to the marijuana retailer of marijuana items or the maximum allowed by state law, whichever is greater. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items.

5.38.030 Marijuana Retailer Responsible for Payment of Tax

1. Every marijuana retailer shall obtain a business license and a marijuana-related business license from the City of St. Helens pursuant to SHMC 5.04 and 5.30. The marijuana retailer will indicate on the license application whether the marijuana retailer is licensed by or registered with the State of Oregon to provide marijuana items to consumers for money, credit, property or other consideration.

2. Every marijuana retailer shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Director, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The marijuana retailer may request or the Director may establish shorter reporting periods for any marijuana retailer if the marijuana retailer or Director deems it necessary in order to ensure collection of the tax and the Director may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Director.
3. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director.
4. Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Director, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Director may order such a change. The Director may establish shorter reporting periods for any marijuana retailer if the Director deems it necessary in order to ensure collection of the tax. The Director also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by marijuana retailers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Director. A separate trust bank account is not required in order to comply with this provision.
5. Every marijuana retailer must keep and preserve in an accounting format established by the Director records of all sales made by the marijuana retailer and such other books or accounts as may be required by the Director for a period of three (3) years or until all taxes associated with the sales have been paid, whichever is longer. The City shall have the right to inspect all such records at all reasonable times.

5.38.035 Penalties and Interest

1. Any marijuana retailer who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax, in addition to the amount of

the tax.

2. If the Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs 1 and 3 of this section.
3. In addition to the penalties imposed, any marijuana retailer who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
4. Every penalty imposed, and such interest as accrues for violation of this chapter are separate from, and in addition to, the tax imposed on the sale of marijuana items.
5. All sums collected pursuant to the penalty provisions in this section shall be distributed to the City of St. Helens General Fund to offset the costs of auditing and enforcement of this tax.

5.38.040 Appeal

Any marijuana retailer aggrieved by any decision of the Director with respect to the amount of such tax, interest and penalties, if any, may appeal pursuant to the City Administrator within thirty (30) days of the serving or mailing of the determination of tax due. The City Administrator shall hear and consider any records and evidence presented bearing upon the Director's determination of amount due, and make findings affirming, reversing or modifying the determination. The City Administrator's decision may be appealed to City Council within thirty (30) days of the serving or mailing of the determination. The findings of the City Council shall be final and conclusive. Any amount found to be due shall be immediately due and payable upon the service of notice.

5.38.045 Refunds

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph 2 of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Director within one year of the date of payment. The claim shall be on forms furnished by the Director.
2. The Director shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to

the validity of the claim. The Director shall notify the claimant in writing of the Director's determination. Such notice shall be mailed to the address provided by claimant on the claim form. In the event a claim is determined by the Director to be a valid claim, in a manner prescribed by the Director a marijuana retailer may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously collected or received. The marijuana retailer shall notify Director of claimant's choice no later than fifteen (15) days following the date Director mailed the determination. In the event claimant has not notified the Director of claimant's choice within the fifteen (15) day period and the marijuana retailer is still in business, a credit will be granted against the tax liability for the next reporting period. If the marijuana retailer is no longer in business, a refund check will be mailed to claimant at the address provided in the claim form.

3. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Director acknowledged the validity of the claim.

5.38.050 Actions to Collect

Any tax required to be paid by any marijuana retailer under the provisions of this chapter shall be deemed a debt owed by the marijuana retailer to the City. Any such tax collected by a marijuana retailer which has not been paid to the City shall be deemed a debt owed by the marijuana retailer to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City of St. Helens for the recovery of such amount. In lieu of filing an action for the recovery, the City of St. Helens, when taxes due are more than thirty (30) days delinquent, can submit any outstanding tax to a collection agency. So long as the City of St. Helens has complied with the provisions set forth in ORS 697.105, in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars (\$50.00) or fifty percent (50%) of the outstanding tax, penalties and interest owing.

5.38.055 Violation

1. A violation of any of the provisions of this chapter shall constitute a Class C misdemeanor. It is a violation of this chapter for any marijuana retailer or other person to:
 - a. Fail or refuse to comply as required herein;
 - b. Fail or refuse to furnish any return required to be made;

- c. Fail or refuse to permit inspection of records;
 - d. Fail or refuse to furnish a supplemental return or other data required by the Director;
 - e. Render a false or fraudulent return or claim; or
 - f. Fail, refuse or neglect to remit the tax to the city by the due date.
2. The conviction of any person for a violation of any provision of this chapter shall not operate to relieve such person from paying any fee or penalty thereupon for which such person shall be liable, nor shall the payment of any such fee be a bar to, or prevent any prosecution in, the St. Helens municipal court, of any complaint for the violation of any provision of this chapter.

5.38.060 Confidentiality

Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this chapter. Nothing in this section shall prohibit:

1. The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana items are sold or provided; or
2. The disclosure of general statistics in a form which would not reveal an individual marijuana retailer's financial information; or
3. The disclosure of information to any state agency related to the licensing or registration of the marijuana retailer or when required to carry out any part of this chapter.
4. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Director or an appeal from the Director for amount due the City under this chapter; or
5. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
6. The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six (6) months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of

such records clearly outweighs the interest in confidentiality under ORS 192.501(5).

5.38.065 Audit of Books, Records, or Persons

1. The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of marijuana retailer's state and federal income tax return, bearing upon the matter of the marijuana retailer's tax return. All books, invoices, accounts and other records shall be made available within the City limits and be open at any time during regular business hours for examination by the Director or an authorized agent of the Director.
2. If the examinations or investigations disclose that any reports of marijuana retailers filed with the Director pursuant to the requirements herein have shown incorrectly the amount of tax accruing, the Director may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.
3. The marijuana retailer shall reimburse the City for reasonable costs of the examination or investigation if the action disclosed that the marijuana retailer paid ninety five percent (95%) or less of the tax owing for the period of the examination or investigation. In the event that such examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate set by resolution of Council from the date the original tax payment was due.
4. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Director may immediately seek a subpoena from the St. Helens Municipal Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.
5. Every marijuana retailer shall keep a record in such form as may be prescribed by the Director of all sales of marijuana items. The records shall at all times during the business hours of the day be subject to inspection by the Director or authorized officers or agents of the Director.
6. Every marijuana retailer shall maintain and keep, for a period of three (3) years, all records of marijuana items sold.

5.38.070 Forms and Regulations

The Director is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said marijuana tax and in particular and without limiting the general language of this chapter, to provide for:

1. A form of report on sales and purchases to be supplied to all vendors;
2. The records which marijuana retailers are to keep concerning the tax imposed by this chapter.

5.38.075 Intergovernmental Agreement

The City Council may enter into an IGA with the State of Oregon whereby a state department or agency is responsible for the administration, collection, distribution, or enforcement of the tax authorized by this chapter, either in full or in part. The terms of that agreement shall apply in lieu of and shall supersede conflicting provisions of this chapter but shall not be construed as repealing any provision of this chapter.

City of St. Helens
RESOLUTION NO. 1753

A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF THE
CITY OF ST. HELENS AT THE NOVEMBER 8, 2016 GENERAL ELECTION,
THE QUESTION OF WHETHER TO ESTABLISH A
TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER
IN THE CITY OF ST. HELENS

WHEREAS, Section 34a of HB 3400 (codified at ORS 475B.345) provides that a city council may adopt an ordinance to be referred to the electors of the city that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the City; and

WHEREAS, the City of St. Helens City Council adopted Ordinance No. 3207, which establishes a tax on the sale of marijuana items by a marijuana retailer in the city of St. Helens equal to the amount allowed under state law (currently three percent); and

WHEREAS, the St. Helens City Council, pursuant to Section 34a of HB 3400 (ORS 475B.345), desires to refer Ordinance No. 3207 to the electors of the City of St. Helens.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:

SECTION 1. Measure. A measure election is called in and for the City of St. Helens, Columbia County, Oregon, for the purpose of submitting a measure that would establish a three percent tax on the sale of marijuana items by marijuana retailers in the city of St. Helens. A copy of the measure is attached and incorporated as "Exhibit 1."

SECTION 2. Election Conducted by Mail. The measure election shall be held on Tuesday, November 8, 2016, which is the next general election. The precinct for the election shall be all of the territory within the corporate limits of the City of St. Helens. As required by ORS 254.465, the measure election will be conducted by mail by the Columbia County Elections Department, according to the procedures adopted by the Oregon Secretary of State.

SECTION 3. Notice of Ballot Title. The City Elections Officer is directed to publish notice of receipt of the ballot title in the St. Helens Chronicle or The Oregonian in compliance with ORS 250.275(5).

SECTION 4. Ballot Title. Pursuant to ORS 250.285 and ORS 254.095, the St. Helens City Council directs the City Elections Officer to file a notice of City Measure Election in substantially the form of Exhibit 2, with the Columbia County Elections Office, unless, pursuant to a valid ballot title challenge, a judge at the Columbia County Circuit Court

judge certifies a different Notice of City Measure Election be filed, such filing shall occur no earlier than the eighth business day after the date on which Exhibit 2 is filed with the City Elections Officer and not later than September 8, 2016.

SECTION 5. Explanatory Statement. The explanatory statement for the measure, for publication in the county voters' pamphlet, which is attached and incorporated as "Exhibit 3," is approved; said statement shall be filed with the Columbia County Elections Office at the same time the Notice of City Measure Election is filed by the City Elections Officer.

SECTION 6. Delegation. The St. Helens City Council authorizes the City Administrator or a designee of the City Administrator to act on behalf of the City of St. Helens and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 7. Effect of "Yes" Vote. If a majority of eligible voters vote "yes" on the measure, Ordinance No. 3207 will become operative, and a three percent tax will be imposed on the sale of marijuana items by marijuana retailers in the corporate limits of the City of St. Helens.

Approved and adopted by the City Council on July 20, 2016, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

**EXHIBIT 1
Ordinance**

EXHIBIT 2

SEL
802

rev 1/14: ORS 250.035, 250.041,
250.275, 250.285, 254.095, 254.465

Notice of Measure Election
City

Notice		
Date of Notice	Name of City or Cities City of St. Helens	Date of Election November 8, 2016

The following is the final ballot title of the measure to be submitted to the city's voters.

Final Ballot Title Notice of receipt of ballot title has been published and the ballot title challenge process has been completed.
Caption 10 words which reasonably identifies the subject of the measure Imposes city tax on marijuana retailer's sale of marijuana items

Question 20 words which plainly phrases the chief purpose of the measure Shall City impose a tax on the sale of marijuana items by a marijuana retailer in the City?
--

Summary 175 words which concisely and impartially summarizes the measure and its major effect Under state law, a city council may adopt an ordinance to be referred to the voters of the city imposing up to a three percent tax or fee on the sale of marijuana items in the city by a licensed marijuana retailer. If this measure is adopted, it would approve a St. Helens Ordinance imposing a tax on the sale of marijuana items in the city by a licensed marijuana retailer. The tax amount would be the maximum amount allowed under state law, which is currently three percent (3%). The tax would be collected at the point of sale and remitted by the marijuana retailer. The measure also includes provisions regarding collection, administration and enforcement of the tax.
--

Explanatory Statement 500 words that impartially explains the measure and its effect, if required attach to this form If the county is producing a voters' pamphlet an explanatory statement must be submitted for any measure referred by the city governing body and if required by local ordinance, for any initiative or referendum.			
Measure Type	County producing voters' pamphlet	Local ordinance requiring submission	Explanatory statement required

<input checked="" type="checkbox"/> Referral	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Not applicable	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Initiative	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Referendum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorized City Official Not required to be notarized

→ By signing this document, I hereby state that I am authorized by the city to submit this Notice of Measure Election and I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Name	Title	Work Phone
-------------	--------------	-------------------

Signature	Date Signed
------------------	--------------------

EXHIBIT 3
EXPLANATORY STATEMENT
500 words

Under measure 91, adopted by the Oregon voters in November 2014, and amended by the Legislature in 2015, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. The 2015 Legislation provides that a city council may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items (which include marijuana concentrates, extracts, edibles, and other products intended for human consumption and use) by retail licensees in the city, but the council must refer that ordinance to the voters at a statewide general election. The City of St. Helens City Council has adopted an ordinance imposing a tax of the full amount allowed under state law, which is currently three percent (3%), on the sale of marijuana items by a marijuana retailer in the city, and, as a result, has referred this measure to the voters.

If this measure is adopted, it would approve St. Helens Ordinance No. 3207 imposing a tax of three percent (3%), or the maximum amount allowed by state law, whichever is greater, on the sale of marijuana items in the city by a licensed marijuana retailer. The tax would be collected at the point of sale and remitted by the marijuana retailer. The measure also includes provisions regarding collection, administration and enforcement of the tax. There are no restrictions on how the city may use the revenues generated by this tax.

**PHASE II
DESIGN AND CONSTRUCTION
CONTRACT**

DATE: **June 15, 2016**

OWNER: City of St. Helens ("Owner")

DESIGN-BUILDER: Ameresco, Inc. ("ESCO")
5200 SW Macadam Avenue, Suite 500
Portland, OR 97239

PROJECT: Ameresco Project Number: **#8117200** (the "Project")

Project Name: **City of St. Helens Energy Savings Performance
Contract Phase 1**

Project Development Plan Date: **June 15, 2016**
(Included as Exhibit 6A)

(Owner and ESCO are collectively referred to hereafter as the "Parties")

1. EFFECTIVE DATE: This Design and Construction Contract shall be effective when it has been signed by all parties and all necessary Owner's approvals have been obtained. Owner will not issue its Notice to Proceed until the Contract is effective.
2. SUBSTANTIAL COMPLETION DATE: **June 25, 2017**. See requirements in Sections 18.2 and 18.3 of this Design and Construction Contract.
3. DEFINITIONS. The key, defined terms used in this Design and Construction Contract, are set forth at **Section 1** of Division 1 of the energy savings performance contract between Owner and ESCO, Effective as of the Date above, (the "Contract") and **Exhibit 1A, "State of Oregon Standard General Conditions (January 1, 2012)"**, unless defined in the body of this Contract, and in this **Section 3** as follows:
 - 3.1 "Construction Work" means the providing of all work, services, construction management services, materials, equipment, transportation, tools, labor and incidentals necessary to complete the construction work described in and reasonably inferred from this Contract and the other Contract Documents, including but not limited to the services and work set forth in **Sections 5.5 and 5.6** of this Design and Construction Contract.

- 3.2** “Contract Time” means any incremental period of time allowed under the Design and Construction Contract to complete any portion of the Work as reflected in the project schedule.
- 3.3** “Design Services” means all the design services and construction administration services to be performed by ESCO under this Design and Construction Contract and the other Contract Documents, including but not limited to **Sections 5.3 and 5.4** of this Design and Construction Contract.
- 3.4** “Project Management Services” means the project management services that ESCO shall perform throughout the period of performance of this Design and Construction Contract, as more particularly described in **Section 5.2**.
- 3.5** “Work” means all Project Management Services, Design Services and Construction Work to be performed by ESCO under this Design and Construction Contract and the other Contract Documents for the Project.
- 4. CONTRACT DOCUMENTS.** The Contract Documents listed at **Section 4.1** below are intended to reflect the Parties’ understanding of their respective rights and responsibilities concerning completion of the Work under the Design and Construction Contract.
- 4.1 Interpretation.** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
- 4.1.1** All written modifications, amendments and change orders to this Design and Construction Contract that have been executed by Owner following any required governing body approvals;
- 4.1.2** This Design and Construction Contract, and all Exhibits, Schedules and Attachments to this Contract, including **Exhibit 2A**, Supplemental General Conditions to the State of Oregon General Conditions and Exhibit 6A the Project Development Plan;
- 4.1.3** The State of Oregon General Conditions (**Exhibit 1A** hereto);
- 4.1.4** All design and construction drawings, Plans, Specifications and documents prepared and approved for the Project;
- 4.1.5** The Contract;
- 4.1.6** The RFP;
- 4.1.7** ESCO’s Proposal submitted in response to the RFP.

- 4.2 Ownership of Work Product.** All drawings, Plans, Specifications, audits, reports, and other work product required to be delivered by ESCO under this Contract ("**Work Product**") shall be the exclusive property of Owner. Owner and ESCO intend that such Work Product be deemed "work made for hire." If for any reason the Work Product is not deemed "work made for hire," ESCO hereby irrevocably assigns to Owner all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, or any state or federal intellectual property law or doctrine. ESCO shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. ESCO forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 4.2.1** ESCO, notwithstanding other conditions in this **Section 4.2**, shall have, with Owner's written permission, the right to utilize such Work Product on its brochures or other literature that it may utilize for marketing and sales, and in addition, ESCO may use standard line drawings, specifications and calculations on other unrelated projects.
- 4.2.2** If Owner reuses or modifies the Work Product without ESCO's involvement or prior written consent, Owner shall to the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, indemnify ESCO against liability for damage to person or property arising from Owner's reuse or modification of the Work Product, provided Owner shall not be required to indemnify ESCO for any such liability arising out of or related to the wrongful or negligent acts of ESCO or ESCO's employees or agents.

5. ESCO's SERVICES

5.1 General.

- 5.1.1** ESCO agrees that the Project Development Plan package of Energy related items, Non-Energy-related items and water-saving measures, and the Design Development Documents approved by ESCO and Owner shall serve as the basis for the Statement of Work for Phase II (as described in **Section 3** of Division 1 of the Contract.)
- 5.1.2** As the Design-Builder for this Project, ESCO shall perform all Project Management Services, Design Services, and Construction Work necessary to complete the Project.

- 5.1.3** ESCO shall obtain at its own expense, and shall maintain in effect for the duration of this Design and Construction Contract, the insurance coverage required both in Section G of the General Conditions and in Section 9.3 of Division 1 of the Contract. Before execution of this Design and Construction Contract, ESCO shall provide to Owner certificates of insurance in compliance with the foregoing insurance provisions that demonstrate the required coverages are in effect and are being maintained for this Design and Construction Contract and the Work and services to be performed hereunder. In addition, before execution of this Design and Construction Contract, ESCO shall provide to Owner a performance bond and a payment bond, as required by the General Conditions, on the bond forms furnished by Owner (attached hereto as Exhibit 3A). Each bond shall be in the total amount of those elements of the Contract Price for this Design and Construction Contract as provided in Section 9.1.5 below. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of this Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of this Contract.
- 5.1.4** In addition, before beginning work, ESCO and all subcontractors shall file and maintain with the Construction Contractors Board the public works bond required by ORS 279C.836.
- 5.1.5** ESCO shall perform all services in good faith and shall perform all Work as expeditiously as is consistent with the highest professional skill, care and the orderly progress of the Work.
- 5.1.6** Within one week after execution of this Design and Construction Contract, ESCO shall submit for Owner's approval a schedule for the performance of the Work, which shall include allowances for periods of time required for Owner's review and for approval by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by Owner shall not, except for reasonable cause, be exceeded by ESCO or Owner.
- 5.1.7** ESCO shall in good faith provide Owner with the necessary technical documentation for, and assist Owner in the procurement of, any utility rebates or incentives (the "Rebates") that may be available for the Project. ESCO estimates the rebates to be **\$82,490** and the ESCO does not guarantee the

specific availability or amount of the utility incentives from the Columbia River PUD.

5.1.8 Under **Section 6.4.3** of **Division 3** of the Contract, ESCO was required to provide drafts of **Schedules 7 through 10** as provided in that Section. As part of the services under this Design and Construction Contract, ESCO is required to provide final versions of **Schedules 7 through 10**. ESCO has provided proposed final versions of these **Schedules** for review by Owner, as set forth in Exhibit 6A, and ESCO shall then revise these **Schedules** as required by Owner or as negotiated between Owner and ESCO to arrive at final versions of **Schedules 7 through 10**. More than one version of one or more of these **Schedules** may be necessary in arriving at accepted final versions.

5.2 Project Management.

5.2.1 ESCO shall appoint an ESCO staff person as ESCO's Project Manager (the "EPM", who is identified in **Section 6.3** of this Design and Construction Contract) who shall be reasonably available to Owner and who shall have the expertise and experience required to supervise the Work for the duration of the Project. EPM shall communicate regularly with Owner and shall have the authority to act on behalf of ESCO. EPM shall consult with Owner's Project Manager (the "OPM") on issues affecting design, construction, Contract performance, Project budget and Project schedule. The EPM may be replaced during the Project only with Owner's prior consent, consistent with the provisions of **Section 6.3 and 6.5** of this Design and Construction Contract.

5.2.3 The EPM shall provide Owner with a status report every two weeks, in which it shall detail the progress of the Work including the following: 1) whether the Work is proceeding according to schedule; 2) any discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution; 3) any safety issues related to the Work; 4) any other matter that requires resolution to ensure timely and cost-effective completion of the Work. At least four working days prior to the scheduled meeting, ESCO shall submit to Owner a list of identified matters that require resolution; any matters that require Owner approvals, and any proposed deviations from the Project schedule.

5.2.2 The EPM shall be the principal contact between the OPM and all other ESCO representatives, and shall be responsible for all

communications, including, but not limited to, conveying concerns, decisions and formal actions.

5.2.3 The EPM shall be responsible for maintaining thorough and complete project records and regular briefings to the OPM. The EPM shall coordinate the flow of information, communications and formal Documents so that Owner has the material required for its timely action on policy, design and budget matters. The EPM shall be responsible for transmission of Documentation required for Owner approval or actions.

5.2.4 Owner's review of, and response to, any of the matters presented above shall not relieve ESCO of its obligation to complete the Work within the Contract Time, and shall not be construed as relieving ESCO of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

5.3 Design.

Based on approved design development documents generated by ESCO and approved by Owner during the Project Development Plan, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by Owner, ESCO shall prepare, for approval by Owner, Construction Documents.

5.3.1 The Construction Documents must meet the following requirements:

5.3.1.1 ESCO shall provide Specifications that comply with the Construction Specifications Institute's 3-part and 16-division format, shall provide drawings and Plans based on the approved preliminary design documents and shall set forth in detail the architectural, structural, mechanical and electrical construction requirements for the Project.

5.3.1.2 ESCO shall provide Owner with catalog cuts of all specified items, if different than design development documents.

5.3.1.3 ESCO shall provide Owner with in-progress Construction Documents as needed. At the completion of construction ESCO shall supply record drawings, and a copy of the final Construction Documents on a re-recordable compact disk.

5.3.1.4 ESCO shall prepare 95% Construction Documents for review and approval by Owner, and shall continue with preparation of the final Construction Documents, including

final Specifications for all authorized Work on the Project, and shall incorporate into those final Construction Documents the comments and any modifications or changes desired by Owner, and any modifications required for compliance with applicable codes, regulations or standards. The resulting final Construction Documents shall be a complete, fully coordinated, integrated package, suitable for use in the construction of the Project, without significant addenda or further clarifications required. All submittals shall be made in accordance with the schedule made pursuant to **Section 5.1.5** of this Design and Construction Contract.

5.3.1.5 ESCO shall file all documents required for the approval of governmental authorities having jurisdiction over the Project and shall obtain all necessary permits. In the event that Owner files any permits, ESCO shall assist Owner as Owner deems necessary.

5.3.2 All specified items shall be standard, cataloged, manufactured items or "off the shelf" items. No custom items are to be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "or approved equal" is included with their specification.

5.3.3 Recycled products shall be used where they are economically feasible. ESCO shall give preference to materials and supplies manufactured from recycled materials under the following conditions:

- c) The recycled product is available;
- d) The recycled product meets applicable standards;
- e) The recycled product can be substituted for a comparable non-recycled product; and
- f) Recycled product costs do not exceed the costs of non-recycled products by more than five percent.

5.4 Construction Administration Services

5.4.1 GENERAL OFFICE CONSTRUCTION ADMINISTRATION. ESCO shall process submittals, including without limitation, the receipt, review and disposition of shop drawings, product data, and samples. ESCO shall transmit any such submittals to Owner, as required and shall maintain a master file of submittal

communications. ESCO shall keep a submittal log on a spreadsheet program and send a copy to Owner on a weekly basis.

- 5.4.2 INSPECTION COORDINATION.** ESCO shall provide all necessary services relating to independent inspection and testing required by applicable regulatory agencies, or relating to other inspection, testing and commissioning of the systems and equipment installed on the Project site as part of the Work, including but not limited to the following: administration and coordination of field testing as required by the Contract Documents; establishing the scope, standards, procedures and frequency of testing and inspections required to complete the Work; arranging for testing and inspections; notifying inspection and testing agencies of status of any portion of the Work requiring testing and inspection; evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency; review of reports on inspections and tests; notifying Owner of any observed deficiencies in the Work; and, providing copies of all reports on inspections and tests, as well as copies of all correspondence from the testing and inspection agencies, to Owner.
- 5.4.3 SUPPLEMENTAL DOCUMENTS.** ESCO shall prepare, reproduce and distribute supplemental drawings, Plans and Specifications and shall issue interpretations in response to requests for clarification by Owner's Project Manager, or subcontractors or as required by construction exigencies. ESCO shall be responsible for notifying the appropriate parties of Owner's instructions and of changed requirements and schedule revisions.
- 5.4.4 CHANGE REQUESTS/CHANGE ORDERS,** requested or approved by Owner: ESCO shall prepare, reproduce and distribute drawings, Plans and Specifications to describe Work to be added, deleted or modified; review proposals from subcontractor(s) for reasonableness of quantities and costs of labor and materials; review and recommend changes in time for substantial completion; assist in preparation of Owner approved modifications to the GMP; coordinate communications, approvals and notifications. ESCO shall keep a log of all change requests on a spreadsheet program and copy Owner bi-weekly.

- 5.4.5 PAYMENT REVIEW.** ESCO shall evaluate and certify applications for payment and shall maintain detailed records supporting approved applications for payment.
- 5.4.6 PROJECT CLOSEOUT.** ESCO shall verify that work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended. ESCO shall coordinate a detailed inspection with Owner's representative to ensure that the Work conforms to the Contract Documents; to verify the list submitted by the subcontractor(s) of items to be completed or corrected; to determine the amounts to be withheld until final completion; to issue Certificates of Substantial Completion; to perform inspection(s) upon notice by the sub-contractor(s) that the Work is ready for final inspection and acceptance; to notify Owner and subcontractor(s) of deficiencies found in follow-up inspection(s), if any; to perform final inspection with Owner's representative to verify final completion of the Work; receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying Owner against liens; and issuance of Final Certificate(s) for Payment.
- 5.4.7 RECORD DRAWINGS** services consisting of: Preparation of record drawings on reproducible Mylar, and on a re-recordable compact disk, based on information furnished by the subcontractors including significant changes in the work made during construction including modifying the floor plan layouts including partitions, furniture and equipment; transmittal of record drawings and general data, appropriately identified, to Owner and others as directed.
- 5.4.8 WARRANTY REVIEW.** Prior to the expiration of the warranties of any subcontractors and manufacturers, ESCO and Owner's representative shall perform a warranty review, documenting defects or deficiencies in installation, materials, systems and equipment and preparing instructions to the sub-contractors and manufacturers for correction of noted defects. The ESCO shall then follow through to ensure that each defect or deficiency is appropriately addressed and verify that an appropriate remedy has been accomplished. ESCO shall copy Owner on the correspondence related to these warranty issues.

5.5 Construction Services/Construction Management Services.

- 5.5.1** ESCO shall have complete control over and charge of and shall be responsible for construction means, methods,

techniques, sequences or procedures, and for safety precautions and programs in connection with the Work on the Project, so that, upon completion of the Work, the Project shall be structurally sound and shall be a complete, fully-functioning facility suitable for the purposes for which it is intended. These roles are solely ESCO's responsibility under this Design and Construction Contract. ESCO shall be fully responsible for maintaining construction schedules and for any failure to carry out the Work in accordance with the Contract Documents. ESCO shall be deemed to have complete control over or charge of acts or omissions of all ESCO employees, agents, design professionals, and construction managers, as well as subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

- 5.5.2** ESCO's responsibility to provide the Work under this Design and Construction Contract commences with the execution of this Design and Construction Contract and terminates upon ESCO's satisfaction of all obligations set forth in this Design and Construction Contract including those enumerated at Section K of the General Conditions.
- 5.5.3** ESCO shall provide, supervise and administer all Construction Work as set forth in this Design and Construction Contract and in the General Conditions unless otherwise provided in this Design and Construction Contract.
- 5.5.4** ESCO's duties, responsibilities and limitations of authority shall not be modified or extended without the express written agreement of the Parties and any required State of Oregon governmental approvals.
- 5.5.5** Except as may otherwise be provided in the Contract Documents or when direct communications have otherwise been specifically authorized, Owner shall conduct all communications concerning the Work through the EPM.
- 5.5.6** Subject to the right to suspend and terminate as provided in Section J of the General Conditions, in no event shall the existence of any claim, dispute or question constitute a justification for either party to suspend or terminate the progress of the Work, and both parties, in such event, shall continue to prosecute the Work and perform under this Design and Construction Contract diligently, and shall resolve the claim, dispute or question by agreement, mediation or other means.

- 5.5.7** At its own expense, ESCO shall correct Construction Work which does not conform to the Construction Documents.
- 5.5.8** ESCO warrants to Owner that materials and equipment incorporated in the Construction Work shall be new unless otherwise specified, and that the Construction Work shall be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 5.5.9** ESCO shall pay all sales, consumer, use and similar taxes and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Construction Work which are either customarily secured or are legally required. Owner shall compensate ESCO for the actual cost of approved changes in the Construction Work including the cost of permits, licenses, inspections or governmental fees incurred by ESCO as a direct result of this Project; provided, however, ESCO shall pay all costs of this Project that result from errors or defects in the design of the Project or in the Construction Work.
- 5.5.10** ESCO shall give notices and comply with all laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project, including but not limited to compliance with energy conservation design measures required under ORS 276.900 to 276.915 and rules adopted pursuant to those statutes.
- 5.5.11** ESCO shall be responsible to Owner for the completion of the Construction Work in accordance with this Design and Construction Contract.
- 5.5.12** ESCO shall keep the premises free from accumulation of waste materials or rubbish caused by ESCO's operations. At the completion of the Construction Work, ESCO shall remove from and about the Project all of ESCO's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.
- 5.5.13** ESCO shall prepare Change Orders for Owner's approval and execution and shall have authority to make minor changes in the design of the Project and Construction Work consistent with the intent of the Project, not involving an adjustment in the contract sum or an extension of the contract time. ESCO shall promptly inform Owner, in writing, of all minor changes in the design of the Project and the Construction Work.

- 5.5.14** ESCO shall notify Owner when the Construction Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the date of Substantial Completion; state the responsibility for each party for security, maintenance, heat, utilities, and damage to the Construction Work; include a list of items to be completed or corrected; and fix the time within which ESCO shall complete items listed
- 5.5.15** ESCO shall maintain in good order at the site one true and correct record copy of the drawings, Plans, Specifications, product data, samples, shop drawings, Change Orders, and other modifications, marked currently to record changes made during construction. ESCO shall deliver in-progress construction drawings and Plans to Owner upon completion of the design and construction of the Project, and prior to final payment. The record copy shall be based solely on information obtained by ESCO.
- 5.5.16** For this Project, the provisions of ORS 279C.800 to 279C.870, relative to prevailing wage rates, shall apply, and ESCO and all subcontractors shall comply with the foregoing requirements and the related requirements as provided in Section C of the General Conditions, including but not limited to the requirement to pay workers at not less than the specified minimum hourly rate of wage. A copy of the Oregon Bureau of Labor and Industries (BOLI) current prevailing wage rate publication applicable to this Project is appended to this Contract as Exhibit 4A and is incorporated herein by this reference. The ESCO's signature on this Design and Construction Contract constitutes a certification that ESCO agrees to be bound by such rates and the foregoing requirements for this Project, and that ESCO agrees to the attachment of a copy of the applicable BOLI publication. (A copy of the then applicable BOLI prevailing wage rates was referenced in the RFP and incorporated into the RFP, together with the BOLI web address where they were available. However, Owner reserves the right to require that the applicable BOLI wage rates current at the time this Design and Construction Contract is executed be attached to, or incorporated into, and apply to this Design and Construction Contract).
- 5.5.17** Pursuant to ORS 279C.825, the PWR fee shall be paid by Owner according to the administrative rules of the Commissioner of BOLI.

5.6 Protection of Persons and Property.

- 5.6.1** ESCO shall be fully responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work.
- 5.6.2** ESCO shall take reasonable precautions to ensure the safety of and shall provide reasonable protection to prevent damage, injury or loss to: 1) employees of Owner present on the Work site, employees of ESCO, and other persons who may be affected; 2) the Work and materials and equipment to be incorporated therein; and 3) other property at, or adjacent to the Work site.
- 5.6.3** ESCO shall be liable for damage or loss to property at the site caused by the negligence of ESCO, or anyone directly or indirectly employed by ESCO, or by anyone for whose acts it may be liable, except to the extent that damage or loss is attributable to the acts or omissions of Owner. This subparagraph shall in no way affect the applicability or coverage of the insurance required in Section G of the General Conditions.

- 5.7 Additional Services.** All other services requested by Owner and mutually agreed to in writing by Owner and ESCO, including, among others, changes in the Work exceeding that described in Section 5 of this Design and Construction Contract, shall constitute additional services and shall be paid by Owner as provided in the written agreement applicable thereto.

6. RELATIONSHIP BETWEEN AND ROLES OF THE PARTIES**6.1 Owner Responsibilities.**

- 6.1.1** Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner or such authorized representative shall examine documents submitted by ESCO and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the Work. Owner shall render approval of formal submittals on the Schedule of Performance within ten (10) calendar days after receipt of submittals from ESCO.
- 6.1.2** If Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the design documents or Construction Documents, Owner shall give prompt written notice thereof to ESCO.

- 6.1.3** Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.
- 6.1.4** No approval or acceptance of Construction Documents or changes herein given by or on behalf of Owner shall establish any warranty or representation on the part of Owner that such Construction Documents or changes are technically sound, complete or correct.
- 6.1.5** Owner shall communicate with the design professionals only through ESCO's Representative except in matters of public safety.
- 6.2 Independent Contractor.** ESCO is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.
- 6.3 ESCO's Key Personnel.** ESCO's project staff shall consist of the following personnel. ESCO's personnel identified herein shall be considered unique, key personnel, and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld.
- 6.3.1 The Ameresco NW Regional Manager** shall be ESCO's Principal-in-Charge.
- 6.3.2 The Ameresco Project Manager** shall be the EPM and shall participate in all meetings throughout the Project term.
- 6.3.3** The design professional identified in Section 4.3 of Division 1 of the Contract, namely **The Ameresco Project Developer**, shall be ESCO's design professional that shall provide all design services, or design services oversight, provided for in this Design and Construction Contract.
- 6.3.4 The Ameresco Project Manager** shall be ESCO's on-site job superintendent for the Construction Work throughout the Project.
- 6.4 Design Builder's Consultants/Subcontractors.** ESCO shall be assisted by the consultants and/or subcontractors set forth in Exhibit 5A hereto. The Parties acknowledge and agree that the consultants have been reviewed and approved by Owner, prior to the execution of this Design and Construction Contract.
- 6.5 Replacement of ESCO's Project Team.** If ESCO intends to substitute key personnel, consultants, or subcontractors, a request must be given to Owner at least 10 days prior to the intended time of substitution. When Owner has

approved replacements, ESCO shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently, if feasible. Once a replacement for any key personnel, consultants or sub-contractors is authorized, further replacement shall not occur without the written permission of Owner.

7. PAYMENT OF COMPENSATION

Owner shall make payments to ESCO for those portions of the Contract Price (as defined in **Section 9** herein) pertaining to the Construction Work in the manner set forth at **Section E** "Payments" of the General Conditions. Owner shall compensate ESCO for design, engineering and all other contracted Work pursuant to the terms of **Section 9** herein.

8. TERMINATION

- 8.1 Parties' Right to Terminate by Mutual Agreement.** This Design and Construction Contract may be terminated by written agreement of the Parties.
- 8.2 Owner's Right to Terminate for Convenience.** Owner may, in its sole discretion, terminate this Design and Construction Contract by written notice to ESCO specifying the date of termination. Should Owner, during Phase II terminate this Design and Construction Contract for convenience by providing 15 days advance written notice thereof to ESCO, Owner shall pay to ESCO that sum equal to the percentage of the Work that is completed and accepted by Owner.
- 8.3 Owner's Right to Terminate for Cause.** Owner may terminate this Design and Construction Contract, in whole or in part, immediately upon notice to ESCO, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:
- 8.3.1** Owner fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for ESCO's services;
 - 8.3.2** Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or Owner is prohibited from paying for such services from the planned funding source;
 - 8.3.3** ESCO no longer holds a license or certificate that is required to perform the services;

8.3.4 ESCO commits any material breach or default of any covenant, warranty, obligation or agreement under this Design and Construction Contract, fails to perform the work under this Design and Construction Contract within the time specified herein or any extension thereof, or so fails to perform as to endanger ESCO's performance under this Design and Construction Contract in accordance with its terms, and such breach, default or failure is not cured within 10 calendar days after delivery of Owner's notice, or such longer period of cure as Owner may specify in such notice.

8.4 Cessation of Work. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, ESCO shall immediately cease all activities related to this Design and Construction Contract.

8.5 ESCO's Right to Terminate for Cause.

8.5.1 ESCO may terminate this Design and Construction Contract if Owner fails to pay ESCO pursuant to the terms of this Design and Construction Contract, provided that Owner does not cure its failure to make payment to ESCO within 15 calendar days after receiving written notice from ESCO of such failure to make payment.

8.5.2 ESCO may terminate this Design and Construction Contract, for reasons other than non-payment, if Owner commits any other material breach or default of this Contract, and fails to cure such breach or default within 30 calendar days after delivery of ESCO's notice, or such longer period as ESCO may specify in such notice.

9. CONTRACT PRICE

The "Contract Price," (Also referred to as the "GMP") is the maximum, not-to-exceed, total amount payable under this Design and Construction Contract unless it is increased or decreased by the price of approved change orders, is **\$762,631**, as established by ESCO as part of the Project Development Plan, and is composed of the following component parts:

9.1 Guaranteed Maximum Price For Construction Work. ESCO agrees that the portion of the Contract Price attributable to the Construction Work shall not exceed **\$595,775**, that amount having been proposed by ESCO as part of the Project Development Plan. The Guaranteed Maximum Price for Construction Work is composed of the following parts and/or includes the following parts:

9.1.1 Cost of the Work. The GMP includes the Cost of the Work, more particularly described in **Section 11** herein. The Cost of Work is **\$550,350**

9.1.2 Bonding. The GMP includes Bonding in the amount of **\$11,007**

9.1.3 Reserved.

9.1.4 Not to Exceed Contingency. The GMP includes a contingency amount of **\$27,518** which is available for ESCO's exclusive use for costs that are incurred in performing the Construction Work that are not included in a specific line item of the Cost of the Work, or the basis for a Change Order under the Contract Documents (the "Contingency"). By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, unforeseen conditions, acceleration, costs in correcting damaged Work that are not covered by insurance, or Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item, which would enable ESCO to increase the GMP under the Contract Documents. ESCO shall provide Owner with notice of all anticipated charges against the Contingency; Owner will notify ESCO, within ten (10) days of Owner's receipt of ESCO's notice of anticipated charges against the Contingency, of any objection of Owner to any ESCO-proposed charges against the Contingency.

9.1.5 Reserved

9.1.6 Reserved

9.2 Design Services Fee. This fee shall be a firm fixed price of **\$27,518**, (for Lighting) to provide those services defined in **Sections 5.3 and 5.4** of this Design and Construction Contract. A portion of this amount is payable with each application for payment during the design phase, as a percentage of the completed design services.

9.3 Systems Start-up and Commissioning Fee shall be a firm fixed price of **\$0**, to provide those services as agreed upon by ESCO and Owner, based on the Proposal presented by ESCO in the Project Development Plan. A portion of this amount is payable with each application for payment, as a percentage of the completed systems start-up and commissioning services/work.

9.4 Training of Owner's Operations & Maintenance Personnel Fee. This fee shall be a firm fixed price of **\$0**, to provide those services as agreed upon by ESCO and Owner, based on the proposal presented by ESCO in the Project Development Plan. A portion of this amount is payable with each application for payment, as a percentage of the completed training services/work.

- 9.5 Measurement and Verification (“M & V”) Services Fee.** This fee shall be **\$1,750** to be paid upon completion and delivery of the M & V annual report. The annual report shall be based on the prior 12 months beginning with the M & V Commencement Date (as defined in Exhibit 6A). The annual report is due within 30 days after the end of each M&V period. The M & V services shall run parallel with the energy savings guarantee contract provisions (the “Savings Contract”) (See **Section 9.6** below) and shall terminate when the Savings Contract terminates. Should the M & V services be terminated by Owner, the Savings Contract shall also be terminated.
- 9.6 Energy Savings Guarantee Contract Fee.** This fee shall be **\$0**, to be paid upon completion and delivery of the M & V annual report. The Savings Contract terms and provisions shall be as provided in Exhibit 6A (which is attached hereto and incorporated by this reference). Notwithstanding any term or provision to the contrary in Exhibit 6A, any of the referenced Schedules, or this Design and Construction Contract, the terms of this Section 9.6 shall be controlling for the Savings Contract and ESCO and Owner hereby specifically agree that:

(1) The Savings Term (or Energy Savings Term) shall be **One (1) Year**, beginning on the M&V Commencement Date, defined as the date contracting Agency issues its certificate of final completion for Phase II.

(2) Exhibit 6A may contain provisions regarding potential changes to increase savings. Notwithstanding any such provisions to the contrary, any such changes must be made during the eighteen (18) months immediately following the M&V Commencement Date, may be made only with the consent of Owner, and shall be made at sole expense of ESCO unless agreed otherwise in Owner’s sole discretion.

The Savings Contract shall include the terms and provisions from said **Schedule 6**, which may be modified by agreement of Owner and ESCO in conjunction with finalization of this Design and Construction Contract. The terms stated below in Sections 9.6.1 and 9.6.2 shall be part of the Savings Contract. The Savings Contract terms and provisions (including but not limited to the specific guarantee terms and requirements ESCO must meet) are either set forth in this Design and Construction Contract or are attached in **Exhibit 6A** and incorporated herein by this reference.

- 9.6.1** If at the end of any twelve (12) month period the guaranteed savings have not been achieved, ESCO shall pay to Owner the difference between the actual amount saved and the guaranteed amount, upon receipt of Owner’s written request for payment. Owner also has the option of withholding payments otherwise due

ESCO (if any) in the amount of the difference between the actual amount saved and the guaranteed amount.

- 9.6.2** The Savings Contract term shall commence on the M&V Commencement Date and shall be **One (1) Year**, unless sooner terminated by Owner before that time.
- 9.7 ESCO's Overhead and Profit.** ESCO's fee shall be included as a firm fixed fee in the GMP as 20%, which is **\$110,070** of the Cost of the Work (as that term is defined in Section 11 herein).
- 9.8 Construction Management.** Project Management, Construction Management, and Construction Administration Services shall be a firm fixed fee of 5% of the Cost of Work, which is **\$27,518**.
- 9.9 Engineering Audit.** The GMP includes the Engineering Audit. The Engineering Audit is **\$6,900** (Amount contracted in Phase I applied to Phase II at Customer's request).
- 9.10 GMP Savings.** In the event that the actual and final Cost of the Work plus the Contingency is less than the GMP as amended, the difference shall accrue to Owner.
- 9.11 Acceptance of GMP.** The execution of this Design and Construction Contract signifies the acceptance of the GMP by Owner. The full performance bond and payment bond security required by the RFP and General Conditions shall each be equal to the GMP, plus the Design Services Fee set forth in Section 9.2, the Systems Start-up and Commissioning Fee set forth in Section 9.3 and the Training of Owners Operations & Maintenance Personnel Fee set forth in Section 9.4 of this Design and Construction Contract.
- 10. CHANGES IN THE WORK.** Adjustments to the GMP required by changes in the Work beyond the stated scope may be determined by any of the methods listed in **Section D** of the General Conditions, except that the overhead and profit markup for ESCO shall be limited to the Overhead and Profit percentage as noted in **Section 9.7** of this Design and Construction Contract and the other firm fixed fees at the same percentage of the Cost of Work as the original scope.
- 11. COST OF THE WORK. (Covered in the GMP, to be reimbursed)** The term "Cost of the Work" shall mean costs necessarily incurred by ESCO in the proper performance of the Construction Work; **provided, however**, the Cost of the Work shall include only the items specifically identified in this **Section 11** and must be directly related to the construction of the Project.
- 11.1 Labor Costs.**

- 11.1.1 Wages of construction workers directly employed by ESCO to perform the Construction Work at the site.
- 11.1.2 Wages and salaries of ESCO's supervisory and administrative personnel stationed at the site, and for such personnel off the site when specifically related to the Project and with Owner's agreement after review of any information and Documents required by Owner.
- 11.1.3 Wages and salaries of ESCO's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time directly required for the Construction Work.
- 11.1.4 Fringe benefit costs paid or incurred by ESCO for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 11.1 through 11.3 of this Design and Construction Contract.

11.2 Subcontract Costs.

- 11.2.1 Payments made by ESCO to Subcontractors in accordance with the requirements of the subcontracts toward completion of the Construction Work.
- 11.2.2 Costs, including transportation, of materials and equipment incorporated or to be incorporated into the completed Construction Work.
- 11.2.3 Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by ESCO. Any sale shall be commercially reasonable and ESCO shall provide an accounting for such a sale within 15 days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.

11.3 Costs of Other Materials and Equipment, and Related Items.

- 11.3.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by

the construction workers, which are provided by ESCO at the site and fully consumed in the performance of the Construction Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by ESCO. Cost for items previously used by ESCO shall mean fair market value.

- 11.3.2** Rental charges for temporary facilities, machinery, and equipment and hand tools not customarily owned by the construction workers, which are provided by ESCO at the site, whether rented from ESCO or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed acquisition costs, and for individual items exceeding \$10,000, shall be subject to Owner's prior approval.
- 11.3.3** Costs of removal of debris from the site.
- 11.3.4** Cost of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, which are solely for the benefit of the Construction Work.
- 11.3.5** That portion of the reasonable travel and subsistence expenses of ESCO's personnel, at Owner approved rates, but not in excess of the rates allowed State Employees, incurred while traveling in discharge of duties connected with the Construction Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner.

11.4 Miscellaneous Costs.

- 11.4.1** That portion of premiums for insurance directly attributable to this Design and Construction Contract, including deductible for builders all/risk insurance (but excluding premiums for comprehensive/commercial general liability, automobile liability, professional liability/errors & omissions, and worker's compensation coverage), and payment and performance bonds as required by Section G of the General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner), Section 9.3 of Division 1 of the Contract, and Section 9.1.5 this Design and Construction Contract.
- 11.4.2** Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Construction Work and for which ESCO is liable.

- 11.4.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which ESCO is required by the Contract Documents to pay.
 - 11.4.4 Direct costs associated with ESCO's job site safety program.
 - 11.4.5 ESCO deposits lost for causes other than ESCO's fault or negligence.
- 11.5 Other Costs.**
- 11.5.1 Costs of drawings, Plans, Specifications and other Documents required to complete the Construction Work, except as provided by Owner.
 - 11.5.2 Other costs incurred in the performance of the Construction Work if and to the extent approved in advance in writing by Owner.
- 11.6 Repairs to Damaged, Defective or Nonconforming Construction Work.** The Cost of the Work shall also include costs, which are incurred by ESCO in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 12. COSTS INCLUDED IN OVERHEAD AND PROFIT (Not to be reimbursed).** The Overhead and Profit shall include all costs for overhead and profit that are not directly attributable to the Construction Work as defined in **Section 11** of this Design and Construction Contract. Generally, the Overhead and Profit shall include the following:
- 12.1 Salaries and other compensation of ESCO's personnel stationed at ESCO's principal office or offices other than the site office except as otherwise allowed under the Contract.
 - 12.2 Expenses of ESCO's principal office and offices other than the site office.
 - 12.3 Any overhead and general expenses, except as may be expressly included in Section 11 of this Design and Construction Contract.
 - 12.4 ESCO's capital expenses, including interest on ESCO's capital employed for the Construction Work.
 - 12.5 Any cost associated with the Project not specifically and expressly described in Section 11 of this Design and Construction Contract.
 - 12.6 Costs due to the fault or negligence of ESCO, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Construction Work, disposal and

replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Construction Work.

12.7 Any costs which would exceed the GMP.

13. DISCOUNTS, REBATES AND REFUNDS

13.1 Discounts, Rebates and Refunds. Cash discounts obtained on payments made by ESCO shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and ESCO shall use its best efforts to obtain such discounts, refunds and net amounts.

13.2 Amounts Credited to Owner. Amounts, which accrue to Owner in accordance with the provisions of Section 13.1 of this Design and Construction Contract, shall be credited to Owner as a deduction from the Cost of the Work.

14. ESCO'S OBLIGATIONS UNDER SUBCONTRACTS.

14.1 No use of a subcontractor shall relieve ESCO of any of its obligations or liabilities under this Design and Construction Contract. ESCO shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. ESCO shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between ESCO and any such subcontractor.

14.2 ESCO shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of the General Conditions fully effective as applied to subcontractors. The ESCO shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

15. SUBCONTRACTOR SELECTION.

15.1 The selection of all subcontractors shall be the sole responsibility of ESCO. ESCO shall pre-qualify subcontractors through a scoring system and interview process. Qualified subcontractors shall then be invited to bid. Subcontracts shall be awarded to the lowest responsive, responsible offeror. The pre-qualification and bidding process shall not encourage favoritism or substantially diminish competition. The process shall conform to the following procedures, in general compliance with the open and competitive nature of the Attorney General's Model Public Contract Rules, taking into account industry subcontracting practices:

- 15.1.1** Solicitations shall be advertised at least ten (10) days prior to opening in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the minority, women and emerging small business audience.
 - 15.1.2** All bids or quotes shall be written, and submitted to a specific location at a specific time. Subcontractors must be registered with the Construction Contractors Board.
 - 15.1.3** Bids or quotes shall be publicly read and the subcontract awarded to the lowest responsive and responsible offeror.
 - 15.1.4** The State of Oregon Bureau of Labor & Industries prevailing wage rates in effect on the effective date of this Design and Construction Contract shall apply.
 - 15.2** Under the following circumstances, Construction Work may be subcontracted on other than a low bid or quote basis: single fabricators of materials; special packaging requirements for subcontractor work; or, where ESCO demonstrates that an alternative contracting method can clearly benefit Owner.
- 16. MISCELLANEOUS LABOR.**
- 16.1** ESCO may provide normal layout, clean up, and other "pick-up" work required to complete the Project with its own forces, without the necessity of subcontracting.
 - 16.2** If ESCO desires to perform any other Construction Work through third-party subcontractors or other entities, that Construction Work shall be bid according to the provisions of Section 16 of this Design and Construction Contract.
- 17. ACCOUNTING; AUDIT ACCESS.** ESCO shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Design and Construction Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including the Oregon Secretary of State accountants and auditors, shall be afforded reasonable and regular access to ESCO's records, books, correspondence, instructions, drawings, Plans, Specifications, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and ESCO shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Agreement closeout. The ESCO shall cooperate fully with Owner in the performance of such audits.

18. CONTRACT TIME

- 18.1** Commencement of Work. The Work shall commence on the date ESCO receives Owner's Notice to Proceed, unless the parties mutually agree otherwise in writing. Owner's Notice to Proceed shall be issued on or after the effective date of this Design and Construction Contract.
- 18.2** Substantial Completion. Substantial Completion for the entire Construction Work shall be achieved no later than **415 calendar days** after the Date of Commencement ("Scheduled Substantial Completion Date"), subject to adjustment as set forth in the Contract Documents.
- 18.3** Acceptance of Work. A prerequisite to Owner's acceptance is that ESCO must first warrant, by written notice to Owner's authorized representative, that ESCO has substantially completed the Statement of Work as follows: Phase II, The Energy Related and Non-Energy related items are substantially complete, commissioning has been performed, and the EEM's are producing savings equal to or greater than the Guaranteed Savings.
- 18.4** Final Completion of the Construction Work. Final Completion of the Construction Work, or identified portions of the Construction Work, shall be achieved as expeditiously as practicable. All of the dates set forth in this Section 18 shall be subject to adjustment in accordance with the General Conditions.
- 18.5** Project Schedule and Work Time Limitations. ESCO shall comply with the "Project Schedule" and "Work Time Limitations" for the Project negotiated by Owner and ESCO as provided in Sections 3.4 and 3.5 of Division 1 of the Contract. Changes, if any, to the Project Schedule and Work Time Limitations, including changes for the Work under this Design and Construction Contract, must be agreed to in writing by Owner and ESCO.
- 19. LIQUIDATED DAMAGES FOR DELAY.** ESCO understands that if it does not attain Substantial Completion by the Scheduled Substantial Completion Date, Owner will suffer damages, which are difficult to determine and accurately specify. ESCO agrees that if it does not attain Substantial Completion by the Scheduled Substantial Completion Date, ESCO shall pay to Owner \$100 per day as liquidated damages for each subsequent day until ESCO attains Substantial Completion. The liquidated damages provided herein shall be in lieu of a claim for consequential damages incurred by Owner as a result of delay in achieving Substantial Completion.
- 20. STANDARD OF CARE; DRAWINGS, PLANS & SPECIFICATIONS.** ESCO hereby represents and warrants that all drawings, Plans, Specifications, and other Documents prepared pursuant to this Design and Construction Contract shall be completed in a manner consistent with the highest professional standard

of care, and shall function for the purposes intended, and that the Project, if constructed in accordance with such drawings, Plans, Specifications, and other Documents, shall be structurally sound and a complete and properly functioning and suitable or the purposes for which it is intended.

- 21. CORRECTION OF DRAWINGS, PLANS & SPECIFICATIONS.** ESCO shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, Plans, Specifications, and other documents. ESCO shall correct, at no additional cost to Owner, any and all inconsistencies, errors and omissions in the drawings, Plans and Specifications.
- 22. FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS.** Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available for this Project and in that regard Owner represents and warrants to ESCO that this Design and Construction Contract is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the Project and make payments hereunder, Owner may terminate this Agreement, by notice to ESCO, without penalty, effective at the end of the current fiscal period for which funds have been allocated and if not so terminated Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Design and Construction Contract, but Owner shall be obligated to pay all charges incurred through the end of such fiscal period. Owner shall give ESCO notice of such non-availability of funds within thirty (30) days after it received notice of such non-availability.
- 23. MISCELLANEOUS.**
- 23.1 Governing Law; Jurisdiction; Venue.** This Design and Construction Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and ESCO that arises from or relates to this Design and Construction Contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, the it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon of any form of defense or immunity,

whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. ESCO, BY EXECUTION OF THIS DESIGN AND CONSTRUCTION CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

- 23.2 Foreign Contractor.** If ESCO is not domiciled in or registered to do business in the State of Oregon, ESCO shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Design and Construction Contract. ESCO shall demonstrate its legal capacity to perform the work under this Design and Construction Contract in the State of Oregon prior to entering into this Design and Construction Contract.
- 23.3 Notices.** Except as otherwise expressly provided in this Design and Construction Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ESCO or Owner at the addresses or numbers as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner's Representative for the Project. Any notice by personal delivery shall be deemed to be given when actually delivered.
- 23.4 Disclosure of Tax Identification Number.** ESCO must provide its federal tax ID number to Owner. This number is required pursuant to ORS 305.385. The Tax Identification Number provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 23.5 Compliance with Applicable Law.** ESCO agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Services to be provided under this Design and Construction Contract. ESCO specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. ESCO also shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of ESCO to comply with any or all such laws, ordinances, rules, and regulations shall not relieve ESCO of these obligations nor of the requirements of this Design and Construction Contract. ESCO further agrees to make payments promptly when due, to all persons supplying to such ESCO labor or

materials for the performance of the Services to be provided under this Design and Construction Contract; pay all contributions or amounts due the Industrial Accident Fund from such ESCO incurred in the performance of this Design and Construction Contract; not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If ESCO fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve ESCO from obligation with respect to any unpaid claims.

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Oregon Building Codes require all new construction to be totally accessible to people with physical limitations. Owner expects that all spaces in designs for new facilities and in remodel projects shall be accessible to people with physical limitations.

- 23.6 Tax Compliance Certification.** By signature on this Design and Construction Contract, the undersigned hereby swears or affirms under penalty of perjury that the undersigned is authorized to act on behalf of ESCO and has authority and knowledge regarding the payment of taxes, and that ESCO is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), namely any state tax imposed by ORS chapters 118, 314, 316, 317, 318, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.
- 23.7 Severability.** If any term or provision of this Design and Construction Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Design and Construction Contract did not contain the particular term or provision held to be invalid.
- 23.8 Waiver.** The failure of Owner to enforce any provision of this Design and Construction Contract shall not constitute a waiver by Owner of that provision or any other provision.
- 23.9 Media Contacts; Confidentiality.** ESCO shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization. Furthermore, except in the case where Owner specifically authorizes

disclosure of Owner’s confidential information in writing, ESCO shall maintain the confidentiality of Owner’s information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent ESCO from establishing a claim or defense in an adjudicatory proceeding. ESCO shall require of its subcontractors similar agreements to maintain the confidentiality of Owner’s information.

23.10 Conflict of Interest. Except with Owner’s prior written consent, ESCO shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise ESCO’s professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

THIS DESIGN AND CONSTRUCTION CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS DESIGN AND CONSTRUCTION CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED OWNER APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS DESIGN AND CONSTRUCTION CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. ESCO, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS DESIGN AND CONSTRUCTION CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS DESIGN AND CONSTRUCTION CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE THE SAME INSTRUMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the authorized representatives of the parties hereto subscribe their names.

ESCO:	_____	OWNER:	_____
By	Ron Haxton	By	_____
Title	Vice President	Title	_____
Date	_____	Date	_____
Federal I.D. #:	91-1956734		_____

TABLE OF EXHIBITS TO THE DESIGN AND CONSTRUCTION CONTRACT

- Exhibit B** Project Schedule
- Exhibit C** Work Time Limitations
- Exhibit 1A** State of Oregon Standard General Conditions (January 1, 2012)
- Exhibit 2A** Phase II, Supplemental General Conditions
- Exhibit 3A** Performance and Payment Bond(s)
- Exhibit 4A** Prevailing Wage Rate Schedules
- Exhibit 5A** Consultants/Sub-contractors List
- Exhibit 6A** Project Development Plan
- Exhibit 7A** Scopes of Work

EXHIBIT B TO ESPC

Project Schedule

EXHIBIT C TO ESPC

Work Time Limitation

Work times limitations shall be consistent with the attached STATE OF OREGON STANDARD GENERAL CONDITIONS (January 1, 2012)..

EXHIBIT 1A TO DESIGN AND CONSTRUCTION CONTRACT

STATE OF OREGON STANDARD GENERAL CONDITIONS (January 1, 2012)

EXHIBIT 2A TO DESIGN AND CONSTRUCTION CONTRACT

Phase II Supplemental General Conditions

SUPPLEMENTAL GENERAL CONDITIONS To The STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

Contract No. #153-2014-01

**Project Name: City of St. Helens Energy Savings Performance
Contract – Phase 1**

For the above contract, the following supplements modify the General Conditions contained within the “State of Oregon Standard Conditions for Public Improvement Contracts” dated January 1, 2012. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

1. LIQUIDATED DAMAGES

Failure to complete the Work by the specified time will result in actual damage to the Owner. Since actual damages would be difficult or impossible to determine, it is agreed that the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, **\$100 per Day** for each Day elapsed past the date set for Substantial Completion, until such time as Substantial Completion has been obtained. Liquidated damages may be deducted by the Owner from any funds due the Contractor

EXHIBIT 3A TO DESIGN AND CONSTRUCTION CONTRACT

Performance and Payment Bonds

Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of this Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of this Contract.

EXHIBIT 4A TO DESIGN AND CONSTRUCTION CONTRACT

Prevailing Wage Rate Schedules

The wage determination date as described in the OAR 839-025-0020(6) shall be established based on the following. The Project Development Plan was issued for approval on 6/15/2016; therefore our wage determination date shall be 6/15/2016.

EXHIBIT 5A TO DESIGN AND CONSTRUCTION CONTRACT

Consultants/Sub-Contractors List

1. EC Company
2. Columbia River Public Utilities District.

This list is subject to change based on approval from Ameresco and City of St. Helens

EXHIBIT 6A TO THE DESIGN AND CONSTRUCTION CONTRACT

Project Development Plan

EXHIBIT 7A TO THE DESIGN AND CONSTRUCTION CONTRACT

Scopes of Work

Refer to Project Development Plan Schedule 1: Equipment To Be Installed By ESCO.

STATE OF OREGON
GENERAL CONDITIONS
FOR
PUBLIC IMPROVEMENT
CONTRACTS



NOTICE TO STATE AGENCIES AND PUBLIC IMPROVEMENT CONTRACTORS

January 1, 2012 Edition

Changes to the General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

NOTE: THE FOLLOWING GENERAL CONDITIONS HAVE BEEN REVIEWED AS TO FORM BY THE OREGON DEPARTMENT OF JUSTICE. THE LEGAL SUFFICIENCY AND APPROVAL REQUIREMENTS OF ORS 291.047 ARE STILL APPLICABLE FOR INDIVIDUAL PROCUREMENTS OF STATE AGENCIES, UNLESS AN EXEMPTION HAS BEEN GRANTED PURSUANT TO THAT STATUTE AND ADMINISTRATIVE RULES AT OAR CHAPTER 137, DIVISION 45.

STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
JANUARY 1, 2012

TABLE OF SECTIONS

SECTION A
GENERAL PROVISIONS

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B
ADMINISTRATION OF THE CONTRACT

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- B.15 GOVERNING LAW
- B.16 LITIGATION
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- B.21 FUNDS AVAILABLE AND AUTHORIZED
- B.22 NO THIRD PARTY BENEFICIARIES

SECTION C
WAGES AND LABOR

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D
CHANGES IN THE WORK

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E
PAYMENTS

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F
JOB SITE CONDITIONS

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP
- F.7 FORCE MAJEURE

SECTION G
INDEMNITY, BONDING AND INSURANCE

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H
SCHEDULE OF WORK

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I
CORRECTION OF WORK

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J
SUSPENSION AND/OR TERMINATION OF THE WORK

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE
- J.6 ACTION UPON TERMINATION

SECTION K
CONTRACT CLOSE-OUT

- K.1 RECORD DRAWINGS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS
- K.4 COMPLETION NOTICES
- K.5 TRAINING
- K.6 EXTRA MATERIALS
- K.7 ENVIRONMENTAL CLEAN-UP
- K.8 CERTIFICATE OF OCCUPANCY
- K.9 OTHER CONTRACTOR RESPONSIBILITIES
- K.10 SURVIVAL

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC

- L.1 LAWS TO BE OBSERVED
- L.2 FEDERAL AGENCIES
- L.3 STATE AGENCIES
- L.4 LOCAL AGENCIES

**STATE OF OREGON
GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
("General Conditions")**

**SECTION A
GENERAL PROVISIONS**

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities of the Owner's Authorized Representative to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

CHANGE ORDER, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, the State of Oregon Public Improvement Agreement Form, General Conditions, Supplemental General Conditions, if any, the accepted Offer, Plans, Specifications, amendments and Change Orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded Offer amount, as increased or decreased by the price of approved alternates and Change Orders.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

OWNER, means the State of Oregon acting by and through the governmental entity identified in the Solicitation Document.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be

included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The State of Oregon Public Improvement Agreement Form;
4. The General Conditions
5. The Plans and Specifications
6. The Solicitation Document and any addenda thereto;
7. The accepted Offer.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from

the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B ADMINISTRATION OF THE CONTRACT

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative

will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**B.2 CONTRACTOR'S MEANS AND METHODS:
MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted

and used by the industry, in accordance with industry standards.

- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, the State of Oregon, and its departments, divisions, members and employees.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.7 INSPECTION

B.7.1 Owner's Authorized Representative shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.

B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.8 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.

B.9 ACCESS TO RECORDS

B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access thereto.

B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Owner and/or its agents shall continue to be provided full access to the records during litigation.

B.10 WAIVER

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

B.11 SUBCONTRACTS AND ASSIGNMENT

B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with

the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

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

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

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

B.16 LITIGATION

Any Claim between Owner and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such

amounts and by such persons or entities as the Owner may direct.

B.17.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed

in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section

B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.19 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

(a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

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

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- (b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
 - (1) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
 - (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).
- (e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

**SECTION D
CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.

- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials.....	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending

tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time

requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against the State of Oregon, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that

otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural

phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

- (i) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (ii) daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

- D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.
- D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:
 - (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
 - (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

- D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.
- D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.
- D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be

considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten (10) Days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Owner's Authorized Representative.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) Days after the receipt of invoice ("application for payment") from the Contractor or fifteen (15) Days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) Days after receipt of the application for payment from the Contractor or fifteen (15) Days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed thirty (30) percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for payment that is correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers (EFT) through Automated Clearing House (ACH) payments. If

Owner makes this election, the Contractor will be required to arrange to receive EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

(h) All required documentation must be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Owner and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2.1);
- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Owner or another contractor;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in application for payment until the Contract Price has been adjusted by Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and

- (d) Subtract any amounts for which the Owner's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT SOURCES

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

E.5 RETAINAGE

E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that

accepting a bond, security or other instrument described in options (a) or (c) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- (i) Bills, certificates, notes or bonds of the United States.
- (ii) Other obligations of the United States or agencies of the United States.
- (iii) Obligations of a corporation wholly owned by the federal government.
- (iv) Indebtedness of the Federal National Mortgage Association.
- (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

- (b) that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings bank, trust company or savings association for the benefit of Owner, with interest from such account accruing to the Contractor; or

- (c) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of any of the options above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment

due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraphs (a) and (c) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor. Provided, however, if in accordance with the provisions of ORS 279C.560 the Contractor has deposited bonds, securities or other instruments or has elected to have the Owner deposit accumulated retainage in an interest-bearing account, the Contractor shall comply with the provisions of ORS 701.435 respecting the deposit of bonds, securities or other instruments by Subcontractors and suppliers and the sharing of interest earnings with Subcontractors and suppliers.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable,

the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor

F.4 CLEANING UP

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.2 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

(a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;

(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and

(c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all

applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under this Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**G.2 PERFORMANCE AND PAYMENT SECURITY:
PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$100,000 or more (or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

G.3 INSURANCE

G.3.1 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory with any other insurance and self-insurance, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.3.3 Builder's Risk Insurance:

G.3.3.1 Builder's Risk: During the term of this Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the

Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For other than new construction the Contractor shall obtain and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

G.3.4 Liability Insurance:

G.3.4.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Per Occurrence Limit for any single claimant:
From commencement of the Contract term to June 30, 2011: \$1,600,000
July 1, 2011 to June 30, 2012: \$1,700,000
July 1, 2012 to June 30, 2013: \$1,800,000
July 1, 2013 to June 30, 2014: \$1,900,000
July 1, 2014 to June 30, 2015: \$2,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to June 30, 2011: \$3,200,000
July 1, 2011 to June 30, 2012: \$3,400,000
July 1, 2012 to June 30, 2013: \$3,600,000
July 1, 2013 to June 30, 2014: \$3,800,000
July 1, 2014 to June 30, 2015: \$4,000,000
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term to January 1, 2011: \$100,100.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to January 1, 2011 : \$500,600.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than the amounts listed in the following schedules:

Bodily Injury/Death:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term June 30, 2011: \$1,600,000

July 1, 2011 to June 30, 2012: \$1,700,000

July 1, 2012 to June 30, 2013: \$1,800,000

July 1, 2013 to June 30, 2014: \$1,900,000

July 1, 2014 to June 30, 2015: \$2,000,000

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to June 30, 2011: \$3,200,000

July 1, 2011 to June 30, 2012: \$3,400,000

July 1, 2012 to June 30, 2013: \$3,600,000

July 1, 2013 to June 30, 2014: \$3,800,000

July 1, 2014 to June 30, 2015: \$4,000,000

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

Per Occurrence Limit for any single claimant:

From commencement of the Contract term to January 1, 2011: \$100,100

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per Occurrence Limit for multiple claimants:

From commencement of the Contract term to January 1, 2011: \$500,600

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon

G.3.4.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the final acceptance of Work or services and related warranty (if any).

G.3.5 Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance."

G.3.6 Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the State of Oregon, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name the State of Oregon, its departments, divisions, officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the State of Oregon, its departments, divisions, officers and employees as Named Insureds with not less than a \$1,500,000.00 limit per occurrence. This policy must be kept in effect for 12 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

G.3.7 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from insurance companies or entities acceptable to the Owner that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of

\$50,000 shall be approved by the Owner in writing prior execution of the Contract and is subject to Owner's approval. The Contractor shall immediately notify the Owner's Authorized Representative in writing of any change in insurance coverage.

SECTION H SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work.

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

SECTION I CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the

event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;
 - (c) Failure of the Contractor to carry out orders;

- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers

or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, Record Documents of the entire project. Record Documents shall

depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the

manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L

LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Mine Safety and Health Administration
Occupation Safety and Health Administration
Transportation, Department of
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of
Soil and Water Conservation Commission

Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Consumer and Business Services, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of

State Lands, Division of
Water Resources Department of

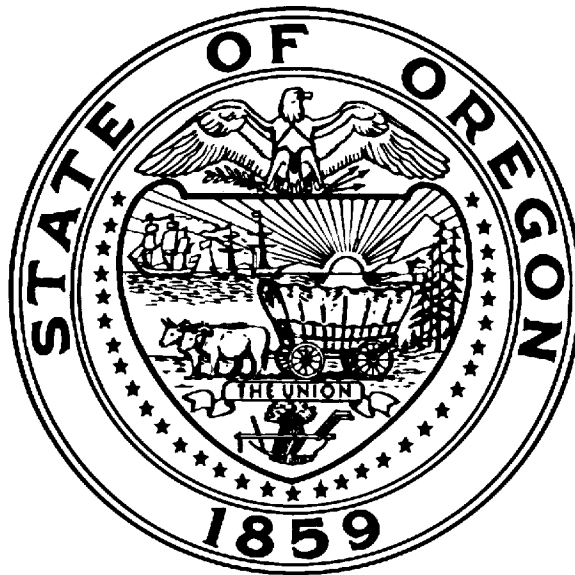
L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon



OREGON BUREAU OF LABOR AND INDUSTRIES

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

Effective: July 1, 2015

BRAD AVAKIAN
COMMISSIONER



CHRISTIE HAMMOND
DEPUTY COMMISSIONER

BUREAU OF LABOR AND INDUSTRIES

July 1, 2015

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

A separate publication, entitled "[*Definitions of Covered Occupations for Public Works Contracts in Oregon*](#)," provides occupational definitions used to classify the duties performed on public works projects.

These publications are available electronically on the bureau's website at www.oregon.gov/boli. In order to contain costs and preserve limited budget resources, BOLI is no longer automatically mailing copies of these publications to contracting agencies, contractors, and other interested parties. Those on the agency's mailing list will receive a postcard notification whenever the publications are amended in the future. One complimentary hard copy of each PWR publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling 971-673-0838. Additional copies are available at cost, plus postage.

Also available on the bureau's website is a link to the federal Davis-Bacon rates. This link is posted in order to assist contractors and public agencies in determining which rates to pay on projects in Oregon subject to BOTH the state PWR and federal Davis-Bacon Act. The higher of the wage rates must be paid on such projects.

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

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

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

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

Brad Avakian
Commissioner
Bureau of Labor and Industries

TABLE OF CONTENTS

JULY 1, 2015

How to Look up a Rate/BOLI Offices.....	1
Public Works Bonds.....	2
PWR Survey Wage Rate Appeal Process.....	3
PWR Required Postings.....	4
Map of Prevailing Wage Rate Regions.....	5
Occupations by Regions	
Region 1 - Clatsop, Columbia and Tillamook Counties.....	6-7
Region 2 - Clackamas, Multnomah and Washington Counties.....	8-9
Region 3 - Polk, Marion and Yamhill Counties.....	10-11
Region 4 - Benton, Lincoln and Linn Counties.....	12-13
Region 5 - Lane County.....	14-15
Region 6 - Douglas County.....	16-17
Region 7 - Coos and Curry Counties.....	18-19
Region 8 - Jackson and Josephine Counties.....	20-21
Region 9 - Hood River, Sherman and Wasco Counties.....	22-23
Region 10 - Crook, Deschutes and Jefferson Counties.....	24-25
Region 11 - Klamath and Lake Counties.....	26-27
Region 12 - Gilliam, Grant, Morrow, Umatilla and Wheeler Counties.....	28-29
Region 13 - Baker, Union and Wallowa Counties.....	30-31
Region 14 - Harney and Malheur Counties.....	32-33
APPENDIX.....	35-49
List of Ineligible Contractors.....	50-54
Forms.....	56

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

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

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

HOW TO LOOK UP A RATE

1. When was the project first advertised for bid?

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

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

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

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

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

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

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

5. If the book directs you to “See Appendix,” go to the back of the book and use the rate listed in the Appendix pages. It may include a group number and/or zone pay. Zone pay is added to the base rate.

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

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

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

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

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000** "**PUBLIC WORKS BOND**" with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

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

Exemptions:

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

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

That the **specifications** for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

PWR SURVEY WAGE RATE APPEAL PROCESS

- 1) Anyone wishing to challenge or appeal a survey rate determination should submit their request in writing to the commissioner.
- 2) The appeal should include:
 - a) a complete description of the “problem,” including the affected trade(s), and documentation or evidence (if available) supporting why the rate determination is incorrect
 - b) recommendations for how the rate could be more accurately determined.
- 3) The written appeal will be reviewed by the Wage and Hour Division which will recommend to the commissioner a course of action and proposed time frame for addressing the issue (such as a recommendation that further information be obtained, an investigation or study of the matter be conducted, a rate amendment or correction be issued, the next survey be modified, etc.).
- 4) The commissioner will review the division’s recommendation and either approve, disapprove or modify the recommendation. (The PWR Advisory Committee may be consulted in some matters as deemed appropriate by the commissioner.)
- 5) The requesting party will be notified of the commissioner’s decision.

PWR REQUIRED POSTINGS

ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

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

DETAILS OF FRINGE BENEFIT PROGRAMS

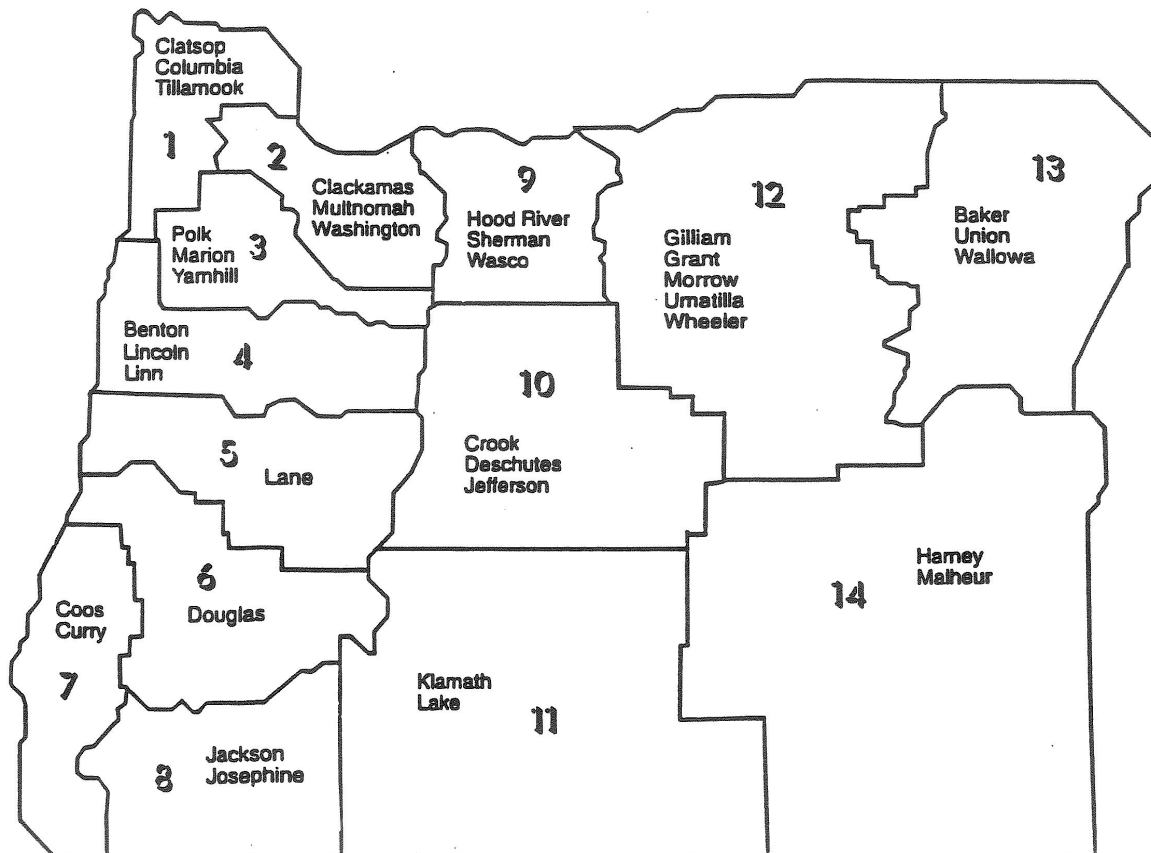
When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting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

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PREVAILING WAGE RATES OCCUPATIONS BY REGIONS

PREVAILING WAGE RATE REGIONS



REGION #1
Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION # 1
 Clatsop, Columbia and Tillamook Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #2
Clackamas, Multnomah and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge & Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$38.35	\$13.20
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #2
 Clackamas, Multnomah, and Washington Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #3
Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #3
 Marion, Polk and Yamhill Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Rofer	See Appendix	See Appendix
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #4
 Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	\$38.35	\$13.20
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	See Appendix	See Appendix
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	\$38.89	\$19.07
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #4

Benton, Lincoln and Linn Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #5
Lane County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$28.67	\$13.41
Electrician	\$37.60	\$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$28.75	\$12.35
Hazardous Material Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.96	\$18.48
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	\$38.89	\$19.07
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #6
Douglas County

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	See Appendix	See Appendix
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #7
Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	\$32.33	\$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.96	\$18.48
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #7
 Coos and Curry Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	See Appendix	See Appendix
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	\$21.04	\$11.10
Truck Driver – All Groups	\$20.10	\$6.21

REGION #8
 Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	\$32.33	\$14.78
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #8
 Jackson and Josephine Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	\$21.04	\$11.10
Truck Driver – All Groups	\$20.10	\$6.21

REGION #9
Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	See Appendix	See Appendix
Painter	See Appendix	See Appendix
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #9
Hood River, Sherman and Wasco Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	See Appendix	See Appendix
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #10
 Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.96	\$18.48
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	\$29.01	\$10.81
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #10
 Crook, Deschutes and Jefferson Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	See Appendix	See Appendix
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	See Appendix	See Appendix
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #11
Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$32.22	\$13.70
Drywall Taper	\$28.67	\$13.41
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructors (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	\$31.96	\$18.48
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	\$38.89	\$19.07
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #11
 Klamath and Lake Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	See Appendix	See Appendix
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter (See Carpenter Group 5)	See Appendix	See Appendix
Carpenter Group 1 & 2	See Appendix	See Appendix
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper (See Painter & Drywall Taper)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	See Appendix	See Appendix
Highway and Parking Striper	See Appendix	See Appendix
Ironworker	See Appendix	See Appendix
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	See Appendix	See Appendix
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver (See Carpenter Group 6)	See Appendix	See Appendix
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	\$38.89	\$19.07
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

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

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	See Appendix	See Appendix
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician (See Sheet Metal Worker or Plumber/Pipefitter/Steamfitter)	See Appendix	See Appendix
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #13
 Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	\$27.06	\$13.39
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	See Appendix	See Appendix
Drywall Taper	\$28.67	\$13.41
Electrician	\$37.60	\$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger (See Laborer Group 3)	See Appendix	See Appendix
Glazier	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.96	\$18.48
Laborer Group 1	See Appendix	See Appendix
Laborer Group 2	See Appendix	See Appendix
Laborer Group 3	See Appendix	See Appendix
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	\$36.73	\$12.66
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	See Appendix	See Appendix
Plumber/Pipefitter/Steamfitter	See Appendix	See Appendix
Power Equipment Operator Group 1	See Appendix	See Appendix
Power Equipment Operator Group 1A	See Appendix	See Appendix
Power Equipment Operator Group 1B	See Appendix	See Appendix
Power Equipment Operator Group 2	See Appendix	See Appendix
Power Equipment Operator Group 3	See Appendix	See Appendix
Power Equipment Operator Group 4	See Appendix	See Appendix
Power Equipment Operator Group 5	See Appendix	See Appendix
Power Equipment Operator Group 6	See Appendix	See Appendix

REGION #13
 Baker, Union and Wallowa Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	See Appendix	See Appendix
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	\$29.78	\$12.38
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

REGION #14
Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Asbestos Worker/Insulator	See Appendix	See Appendix
Boilermaker	\$33.92	\$23.34
Bricklayer/Stonemason	See Appendix	See Appendix
Bridge and Highway Carpenter	\$33.54	\$14.42
Carpenter Group 1 & 2	\$29.19	\$11.67
Cement Mason	See Appendix	See Appendix
Diver	See Appendix	See Appendix
Diver Tender	See Appendix	See Appendix
Dredger	See Appendix	See Appendix
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	\$32.22	\$13.70
Drywall Taper	\$28.67	\$13.41
Electrician	\$37.60	\$15.35
Elevator Constructor, Installer and Mechanic	See Appendix	See Appendix
Fence Constructor (Non-metal)	\$23.65	\$10.02
Fence Erector (Metal)	\$20.50	\$5.09
Flagger	\$21.03	\$10.45
Glazier	\$28.75	\$12.35
Hazardous Materials Handler/Mechanic	\$20.16	\$8.43
Highway and Parking Striper	\$26.11	\$8.20
Ironworker	\$31.96	\$18.48
Laborer Group 1	\$24.25	\$10.01
Laborer Group 2	\$25.29	\$9.52
Laborer Group 3	\$22.35	\$11.30
Landscape Laborer/Technician	\$16.94	\$4.00
Limited Energy Electrician	\$28.63	\$8.97
Line Constructor	See Appendix	See Appendix
Marble Setter	See Appendix	See Appendix
Millwright Group 1 & 2	\$29.32	\$10.68
Painter	\$21.52	\$7.13
Piledriver	\$33.81	\$14.59
Plasterer and Stucco Mason	\$23.78	\$15.66
Plumber/Pipefitter/Steamfitter	\$38.89	\$19.07
Power Equipment Operator Group 1	\$35.34	\$13.28
Power Equipment Operator Group 1A	\$40.15	\$13.94
Power Equipment Operator Group 1B	\$41.42	\$13.70
Power Equipment Operator Group 2	\$32.45	\$12.56
Power Equipment Operator Group 3	\$31.22	\$11.07
Power Equipment Operator Group 4	\$30.60	\$10.67
Power Equipment Operator Group 5	\$27.65	\$9.47
Power Equipment Operator Group 6	\$27.18	\$11.84

REGION #14
 Harney and Malheur Counties

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

OCCUPATION	BASIC HOURLY RATE	FRINGE RATE
Roofer	\$24.43	\$8.76
Sheet Metal Worker	\$32.29	\$12.84
Soft Floor Layer	\$24.43	\$9.40
Sprinkler Fitter	See Appendix	See Appendix
Tenders to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier)	\$24.86	\$12.56
Tender to Plasterer and Stucco Mason	\$17.35	\$12.74
Testing, Adjusting, and Balancing (TAB) Technician	\$30.72	\$8.02
Tilesetter/Terrazzo Worker: Hard Tilesetter	\$25.99	\$12.23
Tile, Terrazzo, and Marble Finisher	See Appendix	See Appendix
Truck Driver – All Groups	\$20.10	\$6.21

APPENDIX

JULY 1, 2015

Collectively Bargained Rates

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

JULY 1, 2015 APPENDIX

The Appendix rates are Collectively Bargained Rates to be used ONLY for Regions/Trades specified in pages 6 through 33. Refer to pages 6 through 33 BEFORE using rates in this section. Using the booklet, Definitions of Covered Occupations, find the definition that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator	38
Boilermaker	38
Bricklayer/Stonemason	38
Bridge and Highway Carpenter (See Carpenter Group 5)	38
Carpenter.....	38
Cement Mason	39
Diver	39-40
Diver Tender.....	39-40
Dredger.....	40
Drywall, Lather, Acoustical Carpenter & Ceiling Installer	40-41
Drywall Taper (See Painter)	44
Electrician	41-42
Elevator Constructor, Installer and Mechanic	42
Glazier	42
Hazardous Materials Handler.....	42
Highway/Parking Striper	42
Ironworker	42
Laborer	42-43
Limited Energy Electrician.....	43
Line Constructor.....	43-44
Marble Setter	44
Millwright Group 1 & 2 (See Carpenter Group 3 & 4)	38
Painter and Drywall Taper.....	44
Piledriver (See Carpenter Group 6)	38
Plasterer and Stucco Mason.....	44
Plumber/Pipefitter/Steamfitter	44
Power Equipment Operator	45
Roofer.....	45-46
Sheet Metal Worker	46-47
Soft Floor Layer	47
Sprinkler Fitter	47
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier).....	47
Tender to Plasterer and Stucco Mason.....	47
Testing and Balancing (TAB) Technician	47
Tilesetter/Terrazzo Worker: Hard Tilesetter.....	48
Tile, Terrazzo, and Marble Finisher	48
Truck Driver.....	48
MAP: Power Equipment Operator, Zone 1	49

OREGON DETERMINATION 2015-02

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------	--------------	--------------------------	---------------------------

ASBESTOS WORKER/INSULATOR

44.47 19.72

Firestop Containment **29.01 13.26**

BOILERMAKER **36.44 28.75**

BRICKLAYER/STONEMASON

34.07 18.58

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

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

CARPENTER

Zone 1 (Base Rate)

Group 1	34.76	14.84
Group 2	34.91	14.84
Group 3	35.26	14.84
Group 4	35.41	14.84
Group 5	35.26	14.84
Group 6	35.77	14.84

<u>Group 1</u> (Carpenter Group-I)	<u>Group 2</u> (Carpenter Group-II)
---------------------------------------	--

Zone Differential for Carpenters
(Add to Zone 1 Base 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 located within 30 miles of the respective city hall of 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.

CARPENTER (continued)

Reference Cities for Group 1 and 2 Carpenters

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

<u>Group 3</u> (Millwright Group-I)	<u>Group 4</u> (Millwright Group-II)
--	---

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 listed 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	

<u>Group 5</u> (Bridge & Highway Carpenter)	<u>Group 6</u> (Piledriver)
--	--------------------------------

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

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

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	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).

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 A (Base Rate)

Group 1	30.00	18.18
Group 2	30.60	18.18
Group 3	30.60	18.18
Group 4	31.20	18.18

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

Zone B	.65
Zone C	1.15
Zone D	1.70
Zone E	3.00

- Zone A: Projects located within 30 miles of the respective city hall of the reference cities listed.
- Zone B: More than 30 miles, but less than 40 miles.
- Zone C: More than 40 miles, but less than 50 miles.
- Zone D: More than 50 miles, but less than 80 miles.
- Zone E: More than 80 miles.

Reference Cities for Cement Mason

Bend	Eugene	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver

CEMENT MASON (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 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 & DIVER TENDER

Zone 1 (Base Rate)

DIVER	87.82	14.84
DIVER TENDER	39.35	14.84

- 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/Diver Tender
(Add to Zone 1 Base 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 located within 30 miles of city hall of the reference cities listed.
- Zone 2: More than 30 miles, but less than 40 miles.
- Zone 3: More than 40 miles, but less than 50 miles.
- Zone 4: More than 50 miles, but less than 60 miles.
- Zone 5: More than 60 miles, but less than 70 miles.
- Zone 6: More than 70 miles, but less than 100 miles.
- Zone 7: More than 100 miles from the city hall of employee's home local.

Reference Cities for Diver/Diver Tender

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

TRADE

BASIC HOURLY RATE
HOURLY FRINGE RATE

TRADE

BASIC HOURLY RATE
HOURLY FRINGE RATE

DIVER & DIVER TENDER (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).

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

Basic Hourly Rate	+	Hourly Depth Pay	+	Hourly Enclosure Pay	=	Diver Total Hourly Pay Rate
-------------------	---	------------------	---	----------------------	---	-----------------------------

Diver Depth Pay:

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

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

Diver Enclosure Pay (working without vertical escape):

<u>Distance Traveled In the Enclosure</u>	<u>Hourly Enclosure Pay</u>
---	-----------------------------

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 A (Base Rate)

Leverman (Hydraulic & Clamshell)	45.96	14.35
Assistant Engineer (Watch Engineer, Mechanic Machinist)	42.80	14.35
Tenderman (Boatman Attending Dredge Plant) Fireman	41.31	14.35
Fill Equipment Operator	40.14	14.35
Assistant Mate	37.44	14.35

Zone Differential for Dredgers
(Add to Zone A 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.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

Zone 1 (Base Rate)

1. DRYWALL INSTALLER	35.05	14.55
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	35.05	14.55

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

OREGON DETERMINATION 2015-02

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER (continued)

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 for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

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

ELECTRICIAN

Area 1

Electrician	28.45	12.58
Cable Splicer	31.30	12.73

Reference Counties Area 1

Malheur

Area 2

Electrician	38.80	18.59
Cable Splicer	40.74	18.65

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3

Electrician	35.00	15.40
-------------	--------------	--------------

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

ELECTRICIAN (continued)

Area 4

Electrician	37.41	17.75
Cable Splicer	41.15	17.86
Lighting Maintenance/ Material Handlers	17.95	8.79

Reference Counties Area 4

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

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

(c) South half

Area 5

Electrician	40.20	21.50
Electrical Welder	44.22	21.62
Material Handler/ Lighting Maintenance	22.91	13.96

Reference Counties Area 5

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

(d) North Half

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

Zone mileage based on air miles:

Zone 1	31-50 miles	1.50
Zone 2	51-70 miles	3.50
Zone 3	71-90 miles	5.50
Zone 4	Beyond 90	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	Seaside	Tillamook
Hood River	The Dalles	

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

OREGON DETERMINATION 2015-02

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

ELECTRICIAN (continued)

Area 6

Electrician	30.44	15.70
Cable Splicer	30.44	15.70
Lighting Maintenance and Material Handlers	16.22	8.74

Reference Counties Area 6

Douglas (e) Harney	Jackson Josephine	Klamath Lake
-----------------------	----------------------	-----------------

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

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	48.59	33.78
----------	--------------	--------------

Reference Counties Area 1

Baker	Umatilla	Union	Wallowa
-------	----------	-------	---------

Area 2

Mechanic	48.79	33.92
----------	--------------	--------------

Reference Counties Area 2

All remaining Counties

<u>GLAZIER</u>	32.48	18.66
-----------------------	--------------	--------------

(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)

HAZARDOUS MATERIALS HANDLER

22.58	11.03
--------------	--------------

HIGHWAY/PARKING STRIPER

33.43	11.20
--------------	--------------

IRONWORKER

<u>Zone 1 (Base Rate):</u>	35.93	23.04
----------------------------	--------------	--------------

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	9.38 hr. or \$75.00 maximum per day

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

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	26.63	13.50
Group 2	27.65	13.50
Group 3	23.00	13.50

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 Base Rate)

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

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

OREGON DETERMINATION 2015-02

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

LABORER (continued)

Reference Cities

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

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

LIMITED ENERGY ELECTRICIAN

<u>Area 1</u>	20.00	8.65
---------------	--------------	-------------

Reference Counties Area 1

Malheur

<u>Area 2</u>	28.75	14.96
---------------	--------------	--------------

Reference Counties Area 2

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

<u>Area 3</u>	26.45	13.79
---------------	--------------	--------------

Reference Counties Area 3

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

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

LIMITED ENERGY ELECTRICIAN (continued)

<u>Area 4</u>	27.54	13.33
---------------	--------------	--------------

Reference Counties Area 4

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

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

(c) South half

<u>Area 5</u>	30.75	17.07
---------------	--------------	--------------

Reference Counties Area 5

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

(d) North Half

<u>Area 6</u>	24.65	12.13
---------------	--------------	--------------

Reference Counties Area 6

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

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

LINE CONSTRUCTOR

Area 1

Group 1	53.55	16.38
Group 2	47.81	16.16
Group 3	27.42	10.68
Group 4	41.12	12.69
Group 5	35.86	11.69
Group 6	32.09	11.53
Group 7	16.31	8.78

Reference Counties Area 1

All counties except Malheur County

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

LINE CONSTRUCTOR (continued)

Area 2

Cable Splicer	47.42	14.35
Journeyman Lineman	42.94	13.93
Line Equip. Operator	35.71	13.14
Groundman	25.35	10.90

Reference County Area 2

Malheur County

MARBLE SETTER **35.07** **18.58**

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

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING **21.27** **9.97**

INDUSTRIAL PAINTING **22.47** **9.97**

BRIDGE PAINTING **26.27** **9.97**

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 **33.66** **13.76**

PLASTERER AND STUCCO MASON

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

Plasterer	27.16	17.95
Swinging Scaffold	28.16	17.95
Nozzleman	29.16	17.95

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1 **26.50** **13.82**

Reference Counties Area 1

Baker Harney (a) Malheur

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

(a) Except that portion which lies North and West of a North-South line drawn from the town of John Day to a point five miles east of the town of Burns and three miles South of Burns thence on an airline through the town of Wagonire West to the county line.

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
Plumbers/Pipefitters/Steamfitters
(Add to Base Rate)

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

Zone mileage based on road miles:

Zone 1: Forty (40) to fifty five (55) miles from City Hall in Boise, Idaho.

Zone 2: Fifty five (55) to one hundred (100) miles from City Hall in Boise, Idaho.

Zone 3: Over one hundred (100) miles from City Hall in Boise, Idaho.

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

Area 2 **49.24** **29.09**

Reference Counties Area 2

Grant Umatilla Wallowa
Morrow Union

Zone Differential for Area 2
(Add to Base Rate)

Zone 2 **10.62/hr.** not to exceed \$80.00 day.

Zone mileage based on road miles:

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

Area 3 **39.71** **22.37**

Reference Counties Area 3

All Remaining Counties

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	39.47	14.10
Group 1A	41.44	14.10
Group 1B	43.42	14.10
Group 2	37.58	14.10
Group 3	36.44	14.10
Group 4	35.36	14.10
Group 5	34.13	14.10
Group 6	30.94	14.10

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.

Zone Pay Differential
(Add to Zone 1 Base Rate)

Zone 2	3.00
Zone 3	6.00

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

See map on page 49 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.

POWER EQUIPMENT OPERATOR (continued)

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

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

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

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

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

ROOFER

Area 1*

Roofers	29.03	14.16
Handling coal tar pitch	31.93	14.16
Remove fiberglass insulation	31.93	14.16

Reference Counties Area 1

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

*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.

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------

ROOFER (continued)

Area 2

Roofers	24.55	12.98
Handling coal tar pitch	26.55	12.98
Remove fiberglass insulation	26.05	12.98

Reference Counties Area 2

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

(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 4

Roofers	25.96	10.47
---------	--------------	--------------

Reference Counties Area 4

Umatilla	Union	Wallowa
----------	-------	---------

(Add \$2.00 to basic hourly rate for employees working with irritable bituminous materials)

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

Area 5

Roofers	25.77	10.52
---------	--------------	--------------

Reference County for Area 5

Morrow

(Add \$3.00 to basic hourly rate for employees working with irritable and pitch bituminous materials)

SHEET METAL WORKER

Area 1

37.53 19.07

Reference Counties Area 1

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

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 2

23.75 16.11

Reference Counties Area 2

Baker	Malheur
-------	---------

Area 3

33.33 19.46

Reference Counties Area 3

Morrow	Umatilla	Union	Wallowa
--------	----------	-------	---------

(Add \$1.00 per hour to base rate for work where it is necessary to wear a chemically activated type face mask)

Area 4

31.17 17.15

Reference Counties Area 4

Douglas	Lane
---------	------

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE	TRADE	BASIC HOURLY RATE	HOURLY FRINGE RATE
--------------	--------------------------	---------------------------	--------------	--------------------------	---------------------------

SHEET METAL WORKER (continued)

Area 5 **31.32** **18.19**

Reference Counties Area 5

Coos

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 6 **26.56** **16.30**

Reference Counties Area 6

Curry Jackson Klamath
Harney Josephine Lake

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

Area 7 **28.98** **16.06**

Reference Counties Area 7

Crook Deschutes Jefferson

(Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder)

(Add \$1.00 to base rate for work where a worker is exposed to resins, chemicals or acid)

SOFT FLOOR LAYER **26.68** **14.87**

SPRINKLER FITTER

Area 1 **34.41** **20.35**

Reference Counties Area 1

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

Area 2 **30.75** **20.25**

Reference Counties Area 2

Baker Grant Morrow Union
Gilliam Malheur Umatilla Wallowa

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

28.13 **13.10**

(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

28.72 **13.90**

TESTING AND BALANCING (TAB) TECHNICIAN

Air-Handling Equipment, Ductwork

See SHEET METAL WORKER

Water Distribution Systems

See PLUMBER/PIPEFITTER/STEAMFITTER

TRADE

**BASIC HOURLY
HOURLY FRINGE
RATE RATE**

TRADE

**BASIC HOURLY
HOURLY FRINGE
RATE RATE**

TILESETTER/TERRAZZO WORKER: Hard Tilesetter

30.08 16.61

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

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alklor or acetylene black grouting)

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER

22.59 12.40

(Add \$1.00 to base rate when working with a safety belt)

(Add \$1.00 to base rate if work involves epoxy, furnane, alklor or acetylene black grouting)

2. BRICK AND MARBLE FINISHER

22.59 12.72

(Add \$1.00 to base rate for Refractory work)

TRUCK DRIVER

Zone A (Base Rate):

Group 1	26.90	14.37
Group 2	27.02	14.37
Group 3	27.15	14.37
Group 4	27.41	14.37
Group 5	27.63	14.37
Group 6	27.79	14.37
Group 7	27.99	14.37

For the Following Cities:

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

TRUCK DRIVER (continued)

Zone differential for Truck Drivers
(Add to Zone A Base 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.
 Zone B: More than 30 miles but less than 40 miles.
 Zone C: More than 40 miles but less than 50 miles.
 Zone D: More than 50 miles but less than 80 miles.
 Zone E: More than 80 miles.

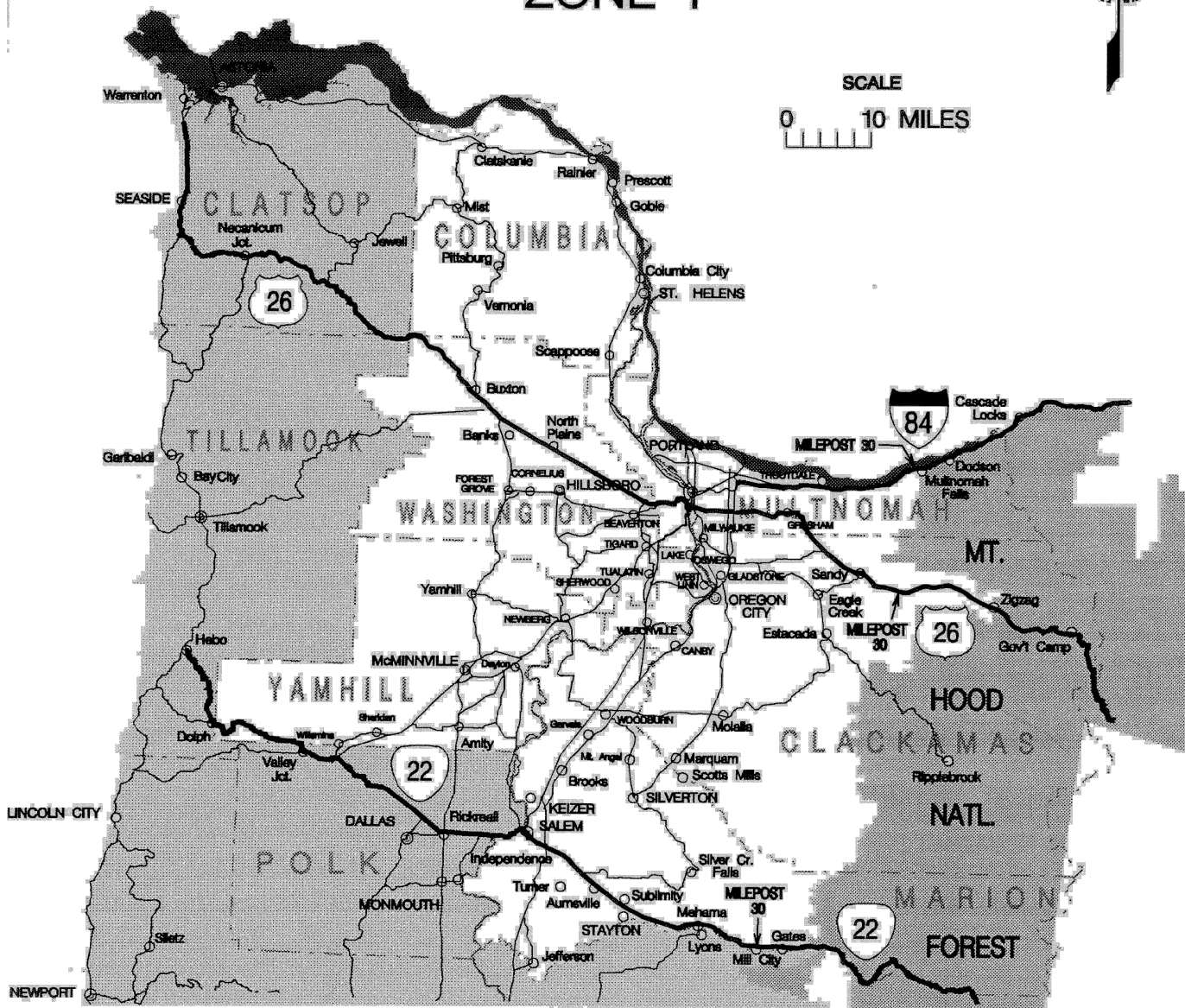
Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to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

Power Equipment Operator

ZONE 1



SCALE



**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2015**

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.	Affordable Safe and Professional Flagging, LLC 305 NE 6 th Street Grants Pass, OR 97526	September 17, 2012	September 16, 2017
2.	ASAP Flagging & Traffic Control, Inc. 11681 Sumner Street, Suite A Portland, OR 97220	September 17, 2012	September 16, 2017
3.	Jared Barhoum 14520 Mia Garden Drive Happy Valley, OR 97086	January 10, 2013	January 9, 2016
4.	Beaver Flagging 2239 Dakota Street Eugene, OR 97404	November 25, 2009	November 24, 2019
5.	Christy C. Beaver 2570 River Road Eugene, OR 97404	November 25, 2009	November 24, 2019
6.	Boanerges Group, LLC 726 NE Roselawn PO Box 11115 Portland, OR 97211	January 24, 2014	January 23, 2016
7.	Jason David Bowlin 875 N Hwy 99W Dundee, OR 97115	March 15, 2013	March 14, 2016
8.	Cameron Creations Steven Cameron Nancy Cameron PO Box 2 Lowell, OR 97452	May 25, 2000	Not to be Removed
9.	Bernice Coria Castro aka Berenice Coria Castro 2847 Rocky Ridge Ave SE, Salem, OR 97306 2286 Rural Avenue SE, Salem, OR 97302	March 4, 2013	March 3, 2016
10.	James Cauthorn 4790 NW Walnut Blvd. Corvallis, OR 97330	September 25, 2012	September 24, 2015

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
11.	Diane Marie Cina 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
12.	Andres Castro Coria 2286 Rural Avenue SE Salem, OR 97302	February 25, 2013	February 24, 2016
13.	Timothy Covington 1000 NE 122 nd Street, Suite B-13 Portland, OR 97230	September 17, 2012	September 16, 2017
14.	Rickey Vail Crane dba R & S Excavation 1624 NE 11 th Street Bend, OR 97701	March 28, 2013	March 27, 2016
15.	Shelly Rae Crane dba R & S Excavation 1624 NE 11 th Street Bend, OR 97701	March 28, 2013	March 27, 2016
16.	Cross Town Movers, Incorporated 1400 Bertelsen Road Eugene, OR 97402	October 15, 2013	October 14, 2016
17.	Diamond Concrete, Inc. PO Box 1627 Lake Oswego, OR 97035	April 4, 2014	April 3, 2017
18.	Elite Contract Flooring, LLC 15192 SE Bradford Road Clackamas, OR 97015	March 25, 2014	March 24, 2017
19.	Rocky Evans 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017
20.	Final Touch NW Inc. PO Box 169 2245 Crestview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
21.	Ground Hawg Environmental, Inc 14520 Mia Garden Drive Happy Valley, OR 97086	January 10, 2013	January 9, 2016
22.	H. & L. Corporation 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
23.	Hard Rock Concrete, Inc. 3333 NW Elm Avenue Redmond, OR 97756	April 10, 2014	April 9, 2017

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
24.	Robert Harden PO Box 626 Hubbard, OR 97032	February 25, 2013	February 24, 2016
25.	High Mountain Plumbing Company 20630 Boulderfield Avenue Bend, OR 97701	March 7, 2014	March 6, 2017
26.	K & O Contracting, LLC 5050 SW 198 th Avenue Aloha, OR 97007	April 11, 2014	April 10, 2017
27.	K & W Erectors, Inc. 36700 NE North Fork Avenue La Center, WA 98629	April 8, 2013	April 7, 2016
28.	Kemper Drywall, Inc. PO Box 626 4084 Pacific Hwy 99E Hubbard, OR 97032	February 25, 2013	February 24, 2016
29.	KMS Concrete Construction, LLC 11500 NE 76 th Street A-3, Suite 110 Vancouver, WA 98662	November 22, 2013	November 21, 2016
30.	KO Construction, LLC 10736 SE Hwy 212 Clackamas, OR 97015	April 11, 2014	April 10, 2017
31.	Gregory T. Kurahashi 4470 SW Hall Blvd, Suite C Beaverton, OR 97005	March 4, 2013	March 3, 2016
32.	Kurahashi and Associates Company 4470 SW Hall Blvd, Suite C Beaverton, OR 97005	March 4, 2013	March 3, 2016
33.	Eric James O'Malley PO Box 1627 Lake Oswego, OR 97035 9301 SW Sagert St. Apt 127 Tualatin, OR 97062	April 4, 2014	April 3, 2017
34.	Marnie Leanne O'Malley PO Box 1627 Lake Oswego, OR 97035	May 28, 2013	May 27, 2016
35.	Pok Wan Contracting, Inc. 4790 NW Walnut Blvd. Corvallis, OR 97330	September 25, 2012	September 24, 2015
36.	Aaron Powless PO Box 5143 Klamath Falls, OR 97229	October 8, 2012	October 7, 2015

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
37.	Powless Roofing, Inc. PO Box 5143 Klamath Falls, OR 97229	October 8, 2012	October 7, 2015
38.	Pro Core Concrete Construction, Inc. 875 N Hwy 99W Dundee, OR 97115	March 15, 2013	March 14, 2016
39.	Quality Building Services, Inc. PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	August 27, 2012	August 26, 2015
40.	Right Choice Underground, LLC 14630 NE Springbrook Road Newberg, OR 97132	November 26, 2012	November 25, 2015
41.	Marco Antonio Rojas 8855 SE 172 nd Avenue Happy Valley, OR 97086	April 11, 2014	April 10, 2017
42.	Mauricio Rojas-Osornio 9006 SE Augustine Court Happy Valley, OR 97086	April 11, 2014	April 10, 2017
43.	Colleen Runyon 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
44.	Edward Runyon 13711 NE Laurin Rd. Vancouver, WA 98662	January 30, 2015	January 29, 2018
45.	Avian Samuel PO Box 169 2245 Crestview Drive West Linn, OR 97068	January 8, 2015	January 7, 2018
46.	Terrence Samuel PO Box 169 PO Box 249 Wilsonville, OR 97070 2245 Crestview Drive West Linn, OR 97068	August 27, 2012 January 21, 2015	August 26, 2015 January 20, 2018
47.	Mike Somerville 1400 Bertelsen Road Eugene, OR 97402	October 15, 2013	October 14, 2016
48.	Stellar Services, Inc. 2286 Rural Avenue SE Salem, OR 97306	February 25, 2013	February 24, 2016

**LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JULY 1, 2015**

	<u>CONTRACTOR NAME</u>	<u>DATE PLACED</u>	<u>REMOVAL DATE</u>
49.	Su Casa Builders, LLC 380 Boone Road SE Salem, OR 97306	July 2, 2013	July 1, 2016
50.	Sun Triangle Painting, LLC 3422 Monarch Drive NE Salem, OR 97301	December 15, 2013	December 14, 2016
51.	Venetian Terrazzo Co., LLC 845 NW Dunbar Ave. Suite #114 Troutdale, OR 97060 29776 Crown Z Road Scappoose, OR 97056	August 21, 2012	August 20, 2015
52.	Willamette Plumbing and Mechanical, LLC 1311 Doaks Ferry Road NW 1485 West Meadows Salem, OR 97304	February 3, 2014	February 2, 2017
53.	Vincent Wilson 1087 Lewis River Road, #2741 Woodland, WA 98674	April 8, 2013	April 7, 2016

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

PREVAILING WAGE RATE FORMS

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



BUREAU OF LABOR AND INDUSTRIES, PREVAILING WAGE RATE UNIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALCULATION CHECK

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

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

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

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

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

PRIME CONTRACTOR SUBCONTRACTOR PAYROLL NO. _____ FINAL PAYROLL

Business Name (DBA): _____ Phone: () CCB Registration Number: _____

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

Street Address: _____ Project Location: _____

Mailing Address: _____ Project County: _____

Date Pay Period Began: _____ Date Pay Period Ended: _____

THIS SECTION FOR PRIME CONTRACTORS ONLY

THIS SECTION FOR SUBCONTRACTORS ONLY

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

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

*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.

THIS FORM CONTINUED ON REVERSE

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) _____, that during the payroll period _____ (BUILDING OR WORK) _____, commencing on the _____ day of _____ (MONTH), _____ (YEAR), and ending the _____ day of _____ (MONTH), _____ (YEAR), all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (CONTRACTOR, SUBCONTRACTOR OR SURETY) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for workers contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each worker conform with work performed.

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

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

_____ (NAME AND TITLE)
 _____ (SIGNATURE AND DATE)

In addition to completing sections (1) - (3), if your project is subject to the federal Davis-Bacon Act requirements, complete the following section as well:

- (4) That:
- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.
- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

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

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:

Project DB #: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C) (D) or (E).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

AGENCY CONTACT PERSON: _____ **PHONE:** (____) _____

PROJECT MANAGER NAME: _____ **PHONE:** (____) _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT LOCATION: _____

PROJECT NO: _____ **DATE CONTRACT FIRST ADVERTISED:** _____

DATE CONTRACT AWARDED: _____ **CONTRACTOR CCB#:** _____

CONTRACTOR BUSINESS NAME (DBA): _____

CONTRACTOR ADDRESS: _____

CITY, STATE ZIP _____

CONTRACT AMOUNT: \$ _____ **FEE AMOUNT DUE/PAID: \$** _____

If less than \$50K, is it part of a larger project? yes no **Contract amount x .001 = fee due**

(Please duplicate this form for future use.)



CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #: _____

PUBLIC WORKS FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES UPON COMPLETION OF PUBLIC WORKS PROJECTS

(As required by ORS 279C.825 and OAR 839-025-0210)

PUBLIC AGENCIES: Complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINIMUM FEE IS \$250.00; THE MAXIMUM FEE IS \$7,500.00. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN \$100.00.**

PUBLIC AGENCY: _____ **AGENCY #:** _____

AGENCY CONTACT PERSON: _____ **PHONE :** () _____

MAILING ADDRESS: _____

PROJECT NAME: _____

CONTRACT NAME (if part of larger project): _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

CONTRACTOR/BUSINESS NAME (DBA): _____

CONTRACTOR CCB#: _____ **DATE AWARDED:** _____

FINAL CONTRACT/PROJECT AMOUNT: _____ **FINAL FEE DUE:** _____
(Include all change orders and adjustments to the contract price) (Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ **INITIAL FEE PAID:** _____
(Original Contract amount X .001)

TOTAL ADJUSTMENT: _____ **BALANCE DUE*:** _____

or

REFUND DUE*: _____

*Final contract fee less initial fee paid

Sample Calculation:			
Final Contract Amount:	\$ 400,000.00	Final Fee Due:	\$ 400.00
Original Contract Amount:	- 300,000.00	Initial Fee Paid:	- 300.00
Total Adjustment:	\$ 100,000.00	Additional Amount Due:	\$ 100.00

(Please duplicate this form for future use)



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:
Project DB #: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Contract Amount: \$ _____ If under \$50,000, is this contract part of a larger project? YES NO
If yes, total project amount: \$ _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6)): _____
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company: _____
Address: _____
Agent Name: _____ Phone: _____
Payment Bond #: _____

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

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

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

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and \$750,000 or more of funds of a public agency**).

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

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that the Oregon University System or an institution in the Oregon University System owns**).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____

Printed Name: _____ Phone: _____ Date: _____

Email Address: _____

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

RETURN THIS COMPLETED FORM TO:

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



PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR: _____ (Name of State or Local Government Agency) PAGE ____ OF ____

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

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

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

Completed forms should be mailed to:

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



CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

(Name of State or Local Government Agency)

DEPARTMENT: _____ PROJECT NAME: _____
 PROPOSED YEAR: _____ FUND: _____
 PROJECT DESCRIPTION: _____ PROJECT NUMBER: _____

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

ESTIMATED CONSTRUCTION PERIOD: _____

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

(Signature of Agency Official)

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

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

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

The 2014 edition of the Prevailing Wage Rate Laws handbook is available. One complimentary hard copy of each Prevailing Wage Rate (PWR) publication is available upon request by emailing BOLI at pwremail@boli.state.or.us or calling (971) 673-0838. Additional copies are available at cost, plus postage.

In addition to providing this and other PWR publications, the Bureau of Labor and Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at <http://www.oregon.gov/BOLI/WHD/PWR/docs/pwrsched.pdf>.

Prior to responding below, please consider that all PWR-related information is available online at <http://www.oregon.gov/BOLI/WHD/PWR/Pages/index.aspx>. If you are interested in receiving the handbook and/or being included on our mailing lists for future seminar notifications, please complete the form below and return it to the bureau's PWR Unit. You may mail this form to the address on the opposite side of the form, or fax it to (971) 673-2372.

-
- Please send me the 2014 edition of the Prevailing Wage Rate Laws handbook.
 - Please add me to the mailing list to receive information about BOLI PWR seminars.
 - Please add me to the e-mailing list to receive information about BOLI PWR seminars.

AGENCY OR CONTRACTOR BUSINESS NAME and PHONE NUMBER (Required)

AGENCY OR CONTRACTOR BUSINESS E-MAIL ADDRESS (Please print clearly)

MAILING ADDRESS

CITY, STATE, ZIP

NAME OF REPRESENTATIVE and PHONE NUMBER if different from above.

place
stamp
here

BOLI - PREVAILING WAGE RATE UNIT
800 NE OREGON #1045
PORTLAND, OR 97232

SCHEDULE 1 to PDP

EQUIPMENT TO BE INSTALLED BY ESCO

The provisions of the Schedules to the PDP, including this Schedule 1, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

This Schedule 1 sets forth a description of existing equipment and the Energy Conservation Measures (ECM) and related equipment to be installed by ESCO at the Facilities. The provisions of the Schedules to the PDP, including this Schedule 1, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules. Installation of the ECM(s) and the included equipment is subject to change if ESCO discovers unforeseen conditions at the Facilities that render its preliminary analysis of the Facilities inaccurate, or significantly affect achievement of the Annual Guaranteed Savings Amount. Any changes to the installation of the ECM(s) and the included equipment are subject to approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

List of Energy Efficiency Measures

The ECMs described below are included in the Scope of Services.

ECM #	Conservation Measure
	<i>City of St. Helens</i>
SH-L1	Upgrade 965 Street and Area Lighting Fixtures to LED

Table 1 - List of Energy Efficiency Measures

List of Facilities

The following is a list of the buildings, facilities, and areas that will be impacted by the list of Energy Efficiency Measures listed above.

Area	Building Address
City of St. Helens	Streets and Fixtures Identified in Audit

Table 2 - List of Buildings, Facilities and Areas

List of All Energy Efficiency Measures Studied and Selected Measures for the Project

The following tables detail the energy efficiency measures studied and the energy efficiency measures that were selected to be included in the Design and Construction Contract. The first table, “All Measures Studied”, comes from the TEA report. The second table, “Selected Measures”, excludes all measures that are not going forward and shows the cost and savings with remaining measure interactions included. The savings has been cascaded as to avoid double counting benefits from the selected ECMs.

Table 3 – All Measures Studied

ECM #	Conservation Measure	Baseline				Proposed				Savings			Financials			
		Current Annual Use - Electrical		Current Electric Cost (\$)	Current Total Cost (\$)	Future Total Annual Use - Electric		Future Electric Cost (\$)	Future Total Cost (\$)	Annual Savings Electric		Annual Resource Savings (\$)	Labor/Mat'l Cost	Estimated Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
		Consume (kWh)	Demand (kW)			Consume (kWh)	Demand (kW)			Consume (kWh)	Demand (kW)					
City of St. Helens																
Lighting Conservation Measures																
SH-L1	Street Lighting (965fixtures)	704,175	2,102	\$ 60,365	\$ 60,365	239,447	715	\$ 21,553	\$ 21,553	464,728	1,388	\$ 38,812	\$ 550,350	\$ 82,490	\$ 467,860	12.05
SH-L2	Post Replacement (18) Town and Country Fixtures			\$ -	\$ -			\$ -	\$ -	-	-	\$ -	\$ 11,340	\$0	\$ 11,340	
SH-L3	Acorn Replacement (7) Non waterfront Fixtures	5,724	17	\$ 487	\$ 487	4,036	12	\$ 151	\$ 151	1,688	5	\$ 336	\$ 12,054	\$0	\$ 12,054	35.85

Table 4 – Selected Measures

ECM #	Conservation Measure	Baseline				Proposed				Savings			Labor/Mat'l Cost	Estimated Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
		Current Annual Use - Electrical		Current Electric Cost (\$)	Current Total Cost (\$)	Future Total Annual Use - Electric		Future Electric Cost (\$)	Future Total Cost (\$)	Annual Savings Electric		Annual Resource Savings (\$)				
		Consume kWh	Demand kW			Consume kWh	Demand kW			Consume kWh	Demand kW					
SH-L1	Street Lighting (965fixtures)	704,175	2,102	60,365	\$60,365	239,447	715	\$21,553	\$21,553	464,728	1,388	\$38,812	\$550,350	\$82,490	\$467,860	12.05

)

Equipment to be Installed by ESCO

General Scope of Work

Descriptions of work in this section are provided for a general description of scope and are not inclusive to all work required to be performed for a working system. Design documentation and specifications generated during the project may add or delete scope in order to provide a working system. The owner will be notified if additional work is discovered due to unseen, unknown, or undisclosed conditions and it will be the owner's discretion to approve scope changes for additional work, to self-perform the work, or to abandon the measure.

Equipment and materials provided on this project will be new, and will be free of faults and defects. Owner equipment that is removed during demolition activities may be recycled or disposed of, or returned to the owner at the owner's discretion. Equipment will be installed level and true and per manufacturer's installation instructions. Utility shutdowns will be clearly coordinated with the city, and utility as required. Traffic controls and flagging will be provided as required by the City of St. Helens. Fixture access on private property will be coordinated with the property owner acknowledging the existing utility easements.

Lighting retrofits will be designed to provide equivalent lumen output equal or greater to the initial lumen output of the existing fixture. New photocell lighting controls will be provided. Improvements to add proper grounding, add new fuses or disconnects, or upgrade the other electrical equipment outside of the fixture replacement is not included unless specified.

Lighting Scope Clarifications:

- The scope includes retrofit of the noted fixtures only and does not address or include any fix-up / upgrade / replacement of existing wiring, luminaire arms, poles, or posts except where specifically noted. If items are found to be in need of repair or replacement – this is not included in the scope of work and associated costing.
- Construction work is scheduled for normal day shift, and no allowances have been made for shift differential. Night work that is required for commissioning and verification has been included.
- All manufacturers' warranties (and related information) will be transferred to the owner at project close-out.
- With respect to the specific lighting scope - Ameresco will remove and lawfully recycle / dispose of existing lamps and PCB ballasts. All ballasts that are determined to be non-PCB shall be disposed of with non-hazardous waste. Noted items will be carefully recycled and disposed of through a licensed recycling firm in accordance with all state and federal guidelines. Certificates verifying the proper disposal and recycling of PCB containing materials will be provided by the vendor.

- Ameresco is not responsible for any pre-existing electrical code violations or electrical system deficiencies. Deficiencies discovered during installation will be reported back to the utility for resolution.
- An allowance for fuse replacement has been included.

General Work Scope Comments:

- Permitting through AHJ is included with scope of work.
- Unless specifically noted in the scope of work – abatement of ACM and other hazardous materials is excluded.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract / notice to proceed - Ameresco cannot guarantee delivery dates / system start-up and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule.
- Material ordering and final scheduling will not occur until a signed agreement is received.

Warranty:

Materials and labor provided in the scope of work will be warrantied for a period of 2 years from substantial completion. Warranty will be provided for fixtures that are found defective, have faulty installation, or blown fuses. Warranty work will not cover repairs due to electrical system failure, knockdowns, vandalism, theft or environmental damage.

Project scope is as follows:

SH-L1 – Street Lighting (965 Fixtures)

Replace existing HID street and area lighting fixtures in the City of St. Helens as indicated by the following summary in Table 5 and by the detailed summary included in the Technical Energy Audit.

SCHEDULE 2 to PDP

CALCULATION OF ENERGY SAVINGS GUARANTEE

The provisions of the Schedules to the PDP, including this Schedule 2, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

ESCO guarantees that the Annual Savings to be achieved as a result of installation and operation of the ECMs shall equal or exceed the Annual Guaranteed Savings Amount for each Guarantee Year during the Guarantee Period, subject to and as more particularly set forth in the Guaranteed Savings Contract Provisions set forth in “Schedule 6 – Measurement and Verification Plan and Guaranteed Savings Contract Provisions”. Annual Savings, as such term is defined in Schedule 6, shall be determined as provided in the M&V Plan set forth in “Schedule 6 - Measurement and Verification Plan and Guaranteed Savings Contract Provisions”, and the savings calculation methodologies and adjustments to baseline set forth in “Schedule 5 - Savings Calculation Formulae; Methodology to Adjust Baseline”.

Utility	Estimated Annual Energy Savings	Guaranteed Annual Energy Savings
Electricity (kWh)	464,679	418,211
Electricity (kW)		

Table 1- Guaranteed Annual Savings

The unit prices to be used to calculate the Annual Savings for the purposes of the Guarantee of Energy Savings are described in Schedule 4 – Baseline Energy Use.

Year	Annual Value of Guaranteed Savings at Baseline Rates
1	\$34,931

SCHEDULE 3 to PDP

COMPENSATION TO ESCO

The provisions of the Schedules to the PDP, including this Schedule 3, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

- A) **ESCO Compensation for the Construction Work.** In consideration of ESCO’s performance of the work necessary for the procurement, construction and installation of the equipment (Schedule 1 Equipment to be Installed by ESCO), ESCO shall be paid a sum of Seven Hundred Sixty Three Thousand, Six Hundred Thirty One Dollars (\$762,631) herein the “Contract Price”, as a Guaranteed Maximum Price (GMP), subject, however, to adjustment as set forth in the Contract, including, without limitation, Section 7.1.3 of Division 3 Phase 1 of the Contract, Division 3 Phase 2, and in this Schedule 3.

Items Included in Contract Price (GMP) are listed below:

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit		\$ 6,900	\$ 6,900
Guaranteed Maximum Price for Construction Work			
Estimated Labor and Material Cost	\$ -	\$ 550,350	\$ 550,350
Bonding @ 2.0% of Labor & Material	\$ -	\$ 11,007	\$ 11,007
Construction Contingency @ 5.0% of CC	\$ -	\$ 27,518	\$ 27,518
Guaranteed Maximum Price for Construction Work (GMP):		\$ 595,775	\$ 595,775
Fixed Project Fees			
M,W,G Design @ 10.0% of Labor & Material	\$ -	\$ -	\$ -
Lighting Design @ 5.0% of Labor & Material	\$ -	\$ 27,518	\$ 27,518
Construction Mgt @ 5.0% of Labor & Material	\$ -	\$ 27,518	\$ 27,518
ESCO Overhead and Profit @ 20.0% of Labor & Material	\$ -	\$ 110,070	\$ 110,070
System Start-Up and Commissioning Fees	\$ -	\$ -	\$ -
Training of Owner's Operators and Maintenance Personnel	\$ -	\$ -	\$ -
Energy Savings Guarantee	\$ -	\$ -	\$ -
1st Year of Ameresco M&V	\$ -	\$ 1,750	\$ 1,750
Fixed Fees Subtotal		\$ 166,856	\$ 166,856
Project Cost Summary			
Contract Price	\$ -	\$ 762,631	\$ 762,631
Estimated Utility Incentive	\$ -	\$ 82,490	\$ 82,490
Estimated Client Net Cost (excluding add'tl years M&V)			\$ 680,141
Loan Fees + Initial Interest Payment			\$ 15,000
			\$ -
Amount to be Financed by Client:			\$ 747,631
Year 1 Estimated Cash Flow:			\$ 71,409
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ 66,203

Table 1 - Project Costs

1. The Guaranteed Maximum Price for Construction Work (GMP) of \$595,775 includes the following:
 - a. Technical Energy Audit (TEA) and Project Development Plan (PDP). This is a fixed cost of \$6,900. This fee is recommended to be included in the GMP.

- b. Performance and payment bond. This is an estimated cost, based on estimated labor and material cost, of \$11,007.
- c. Estimated labor and material costs for installation of the ESCO equipment. This is an estimated cost of work of \$550,350, and a contingency of \$27,518, to cover the following:
 - i. All costs paid by the ESCO for the installation of the ESCO equipment. This includes costs paid to subcontractors or directly to ESCO personnel, when related to installation or system verification of the ESCO equipment.
 - ii. The portion of reasonable travel, lodging & meals expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
 - iii. Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
 - iv. Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - v. Cost of premiums for all insurance which the ESCO is required to purchase and maintain.
 - vi. Sales, use or similar taxes related to the Work and for which the ESCO is liable imposed by a governmental authority.
 - vii. Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - viii. Losses and expenses not compensated by insurance or otherwise, sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for their services a fee.
 - ix. Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.
 - x. Demolition cost and cost of removal of all debris.
 - xi. Costs incurred due to an emergency affecting the safety of persons and property.

- xii. Metering equipment costs for any permanent metering or monitoring equipment left on site to the extent included in the Scope of Services set forth in Schedule 1.
2. The Fixed Project fees of \$166,856 includes the following:
- a. Construction management services. This is a fixed fee, based on estimated labor & material cost, of \$27,518.
 - b. Engineering Design Services. This is a fixed fee, based on estimated labor & material cost, of \$27,518 (Lighting Design).
 - c. ESCO overhead and profit. This is a fixed fee, based on estimated labor & material cost, of \$110,070, and will be subject to adjustment as a result of any Change Orders. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit.
 - d. One year of the Measurement & Verification Services. This is a fixed cost of \$1,750, detailed in Schedule 6 – Measurement and Verification Plan and Guaranteed Saving Contract Provision.
 - e. System Start-Up and Commissioning Fee. Cost of equipment startup, training, system commissioning and balancing performed by the ESCO in accordance with "Schedule 7 - Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment". This is a fixed cost of \$0.
 - f. Training of Owner's Operations and Maintenance Personnel Fee. This is a fixed cost of \$0.
3. The ESCO shall provide a revised Schedule of Values at the end of construction. The schedule of values will include all costs related to the installation of the ESCO equipment including fixed fee items.
- B) **ESCO Compensation for Technical Energy Audit and Project Development Plan Analysis of the Premises.** The Owner has agreed to pay the ESCO for work performed on the Technical Energy Audit and Project Development Plan in a separate contract.
- C) **Monthly Progress Payments.** During the performance of the Construction Work ESCO shall submit invoices to the Owner for monthly progress payments to ESCO based upon the percentage of the Equipment construction and procurement completed at the end of each month (the "Monthly Completion Percentage"), so that ESCO is paid the percentage of the Contract Price (less the Audit Fee), that is commensurate with the Monthly Completion Percentage (less retainage in the amount of 5.0%, if required by (D) below). The Owner shall make payment to ESCO, within thirty (30) days after the submission of each such invoice. The Owner shall not unreasonably withhold, condition or delay the payment of any invoice.

- D) **Retainage.** Until such time as the Monthly Completion Percentage is equal to or exceeds ninety-five percent (95%) (“95% Completion”) each disbursement of a monthly progress payment pursuant to (C) above shall be subject to retainage in the amount of 5.0 percent (5.0%) of such disbursement. Retainage shall be released and paid to ESCO on Substantial Completion less one and one half times the anticipated value of remaining punch list items. Notwithstanding the forgoing, the Owner may elect, in its sole discretion, to release and pay some or all of the retainage at or prior to Substantial Completion.
- E) **Late Payment.** All amounts not paid to ESCO on or before the due dates specified in Subsections 4(b) and (d), shall accrue interest at the Prime Rate of interest as published in the Wall Street Journal for major banks, or such lower rate as is prescribed by applicable law.

Table 1 – Estimated Project Cash Flow

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 38,812	\$ 40,015	\$ 41,256	\$ 42,535	\$ 43,853	\$ 45,213	\$ 46,614	\$ 48,059	\$ 49,549	\$ 51,085	\$ 52,669	\$ 54,301	\$ 55,985	\$ 57,720	\$ 59,510	\$ 61,354	\$ 63,256	\$ 65,217	\$ 67,239	\$ 69,324
Lighting Maintenance Savings	\$ -	\$ 13,255	\$ 13,946	\$ 14,003	\$ 14,658	\$ 15,313	\$ 15,917	\$ 16,570	\$ 17,221	\$ 17,871	\$ 18,520	\$ 14,635	\$ 15,281	\$ 15,926	\$ 16,570	\$ 17,212	\$ 17,853	\$ 18,493	\$ 19,131	\$ 19,767	\$ 20,402
Other Maintenance Savings	\$ -	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Savings:	\$ -	\$ 52,067	\$ 53,961	\$ 55,259	\$ 57,193	\$ 59,166	\$ 61,130	\$ 63,184	\$ 65,280	\$ 67,420	\$ 69,605	\$ 67,304	\$ 69,582	\$ 71,911	\$ 74,290	\$ 76,722	\$ 79,207	\$ 81,749	\$ 84,348	\$ 87,006	\$ 89,726
Cumulative Savings:	\$ -	\$ 52,067	\$ 106,028	\$ 161,287	\$ 218,479	\$ 277,646	\$ 338,775	\$ 401,959	\$ 467,239	\$ 534,660	\$ 604,265	\$ 671,568	\$ 741,151	\$ 813,062	\$ 887,352	\$ 964,074	\$ 1,043,281	\$ 1,125,030	\$ 1,209,379	\$ 1,296,385	\$ 1,386,110

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Mechanical, General, and Water savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Savings:	\$ -	\$ 34,931	\$ 36,014	\$ 37,130	\$ 38,281	\$ 39,468	\$ 40,691	\$ 41,953	\$ 43,253	\$ 44,594	\$ 45,977	\$ 47,402	\$ 48,871	\$ 50,386	\$ 51,948	\$ 53,559	\$ 55,219	\$ 56,931	\$ 58,696	\$ 60,515	\$ 62,391
Lighting Maintenance Savings	\$ -	\$ 13,255	\$ 13,946	\$ 14,003	\$ 14,658	\$ 15,313	\$ 15,917	\$ 16,570	\$ 17,221	\$ 17,871	\$ 18,520	\$ 14,635	\$ 15,281	\$ 15,926	\$ 16,570	\$ 17,212	\$ 17,853	\$ 18,493	\$ 19,131	\$ 19,767	\$ 20,402
Other Maintenance Savings	\$ -	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Savings:	\$ -	\$ 46,860	\$ 48,565	\$ 49,733	\$ 51,473	\$ 53,250	\$ 55,017	\$ 56,866	\$ 58,752	\$ 60,678	\$ 62,645	\$ 60,573	\$ 62,624	\$ 64,720	\$ 66,861	\$ 69,049	\$ 71,287	\$ 73,574	\$ 75,914	\$ 78,306	\$ 80,753
Cumulative Savings:	\$ -	\$ 46,860	\$ 95,425	\$ 145,158	\$ 196,631	\$ 249,881	\$ 304,898	\$ 361,763	\$ 420,516	\$ 481,194	\$ 543,838	\$ 604,411	\$ 667,036	\$ 731,755	\$ 798,617	\$ 867,666	\$ 938,953	\$ 1,012,527	\$ 1,088,441	\$ 1,166,746	\$ 1,247,499

ANNUAL PROJECT COSTS

Amount Financed: \$ 747,631
Cash Payment: \$ 15,000

Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Annual Financing Costs	\$ -	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ -	\$ -	\$ -	\$ -	\$ -
Rebates and Incentives	\$ -	\$ (82,490)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ameresco Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ 15,000	\$ (19,342)	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ 63,148	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Cash Flow from Estimated Energy Savings (with inflation)	\$ (15,000)	\$ 71,409	\$ (9,186)	\$ (7,889)	\$ (5,955)	\$ (3,982)	\$ (2,018)	\$ 37	\$ 2,133	\$ 4,272	\$ 6,457	\$ 4,156	\$ 6,435	\$ 8,763	\$ 11,143	\$ 13,574	\$ 79,207	\$ 81,749	\$ 84,348	\$ 87,006	\$ 89,726
Cumulative	\$ (15,000)	\$ 56,409	\$ 47,223	\$ 39,334	\$ 33,379	\$ 29,397	\$ 27,379	\$ 27,416	\$ 29,548	\$ 33,821	\$ 40,278	\$ 44,434	\$ 50,869	\$ 59,632	\$ 70,775	\$ 84,348	\$ 163,556	\$ 245,305	\$ 329,654	\$ 416,660	\$ 506,385
Cash Flow from Guaranteed Energy Savings (with inflation)	\$ (15,000)	\$ 66,203	\$ (14,583)	\$ (13,415)	\$ (11,674)	\$ (9,898)	\$ (8,131)	\$ (6,282)	\$ (4,395)	\$ (2,470)	\$ (503)	\$ (2,574)	\$ (523)	\$ 1,572	\$ 3,714	\$ 5,902	\$ 71,287	\$ 73,574	\$ 75,914	\$ 78,306	\$ 80,753
Cumulative	\$ (15,000)	\$ 51,203	\$ 36,620	\$ 23,205	\$ 11,531	\$ 1,633	\$ (6,498)	\$ (12,780)	\$ (17,176)	\$ (19,645)	\$ (20,149)	\$ (22,723)	\$ (23,246)	\$ (21,674)	\$ (17,961)	\$ (12,059)	\$ 59,228	\$ 132,802	\$ 208,716	\$ 287,021	\$ 367,774

Table 2 – Estimated Cumulative Cash Flow Graph

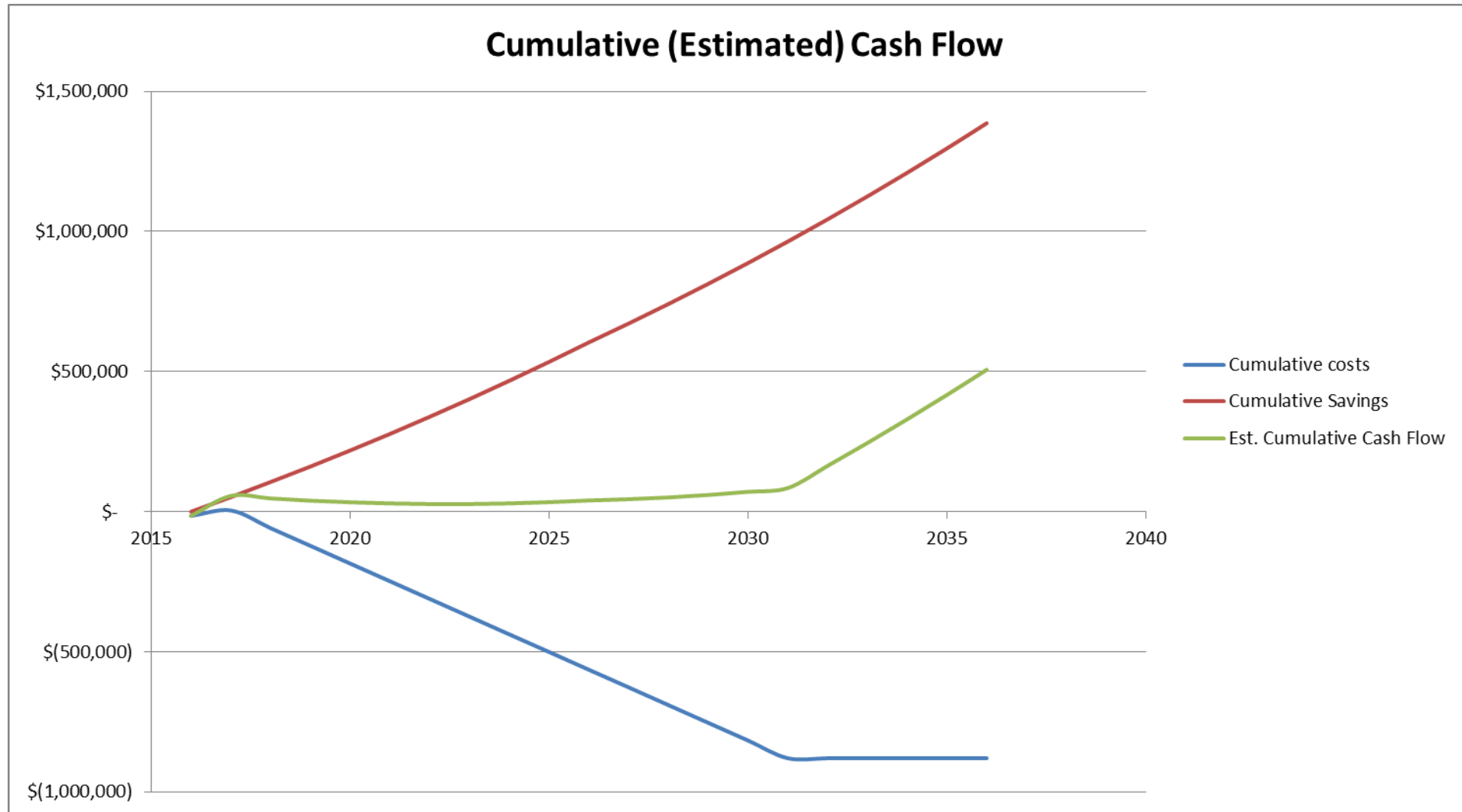
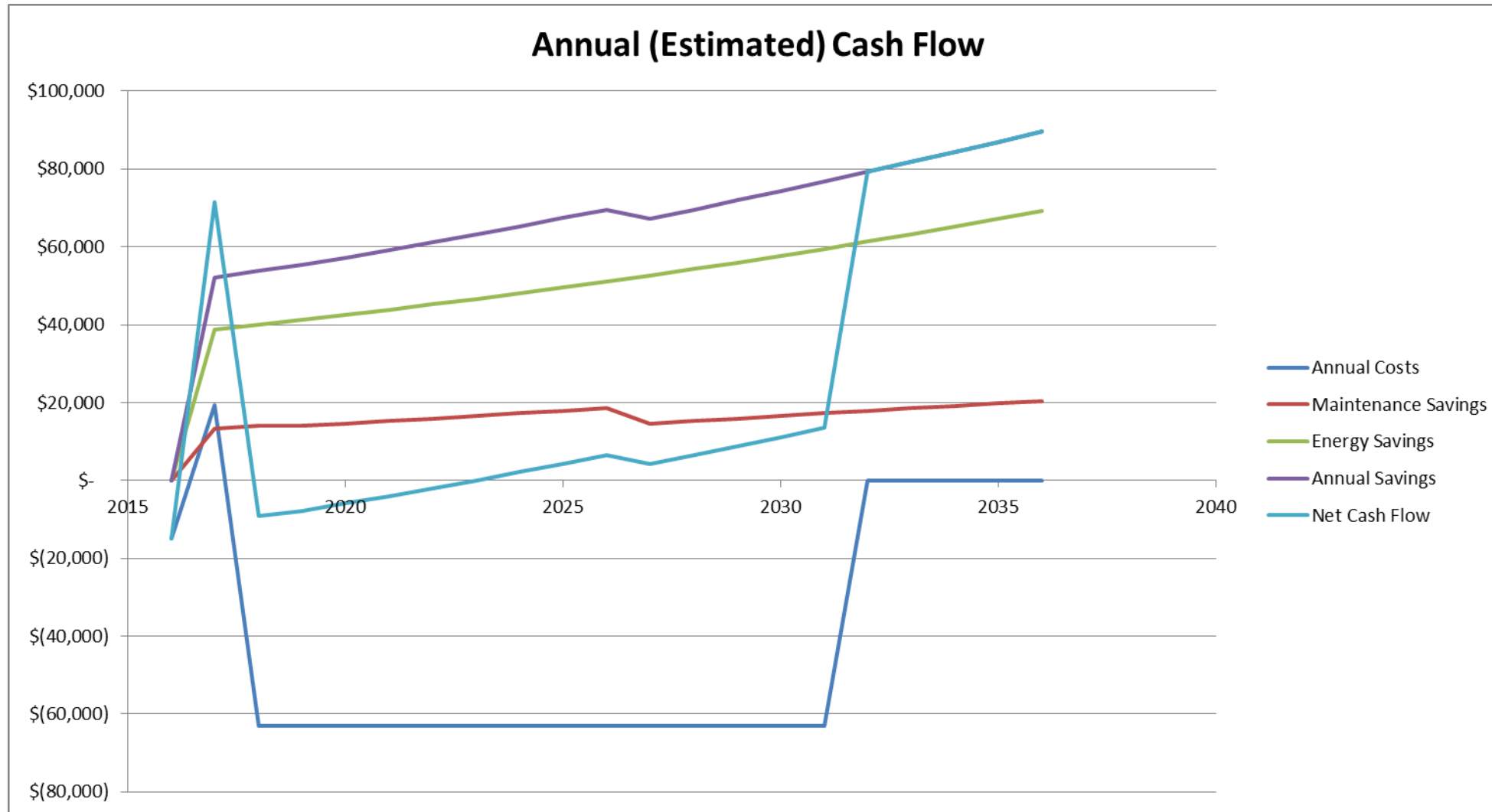


Table 3 – Estimated Annual Cash Flow Graph



SCHEDULE 4 TO PDP

BASELINE ENERGY USE

The provisions of the Schedules to the PDP, including this Schedule 4, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

Utility Rates

“Table 1 – Utility Rates” summarizes the baseline utility rates for each building based on the baseline data received by ESCO from Owner. The rates listed below are based on Columbia River PUD Schedule 60 – Street and Highway Lighting effective March 1, 2016. These rates were used in establishing the Baseline Energy Use and Energy Savings Calculations. The Owner acknowledges and accepts the utility rates set forth in “Table 1 – Utility Rates” the rates that are applicable for the project calculations.

Type of Fixture	Monthly Charge
Mercury Vapor 175W	\$6.29
Sodium Vapor 70W	\$2.78
Sodium Vapor 100W	\$3.52
Sodium Vapor 150W	\$5.15
Sodium Vapor 200W (Area/ Flood/ Cobra)	\$7.20
Sodium Vapor 250W (Flood)	\$9.09
Sodium Vapor 400W (Area/ Flood/ Cobra)	\$14.04
LED	\$0.0299 per Watt

Table 1 - Utility Rates

Existing Utility Information

The current annual billing for street lighting for the City of St. Helens was calculated using the inventory obtained from the audit and the latest utility rate schedule. The City of St. Helens will pay

for fixtures on a monthly fixed fee basis, and there is not a utility rate billing that is based on electrical consumption (kWh).

City of St. Helens Baseline Energy Use		
	Units of Energy	Energy Cost
Electricity - kWh	704,175	\$60,365
Electricity – kW (ann)	2,102	(incl. above)

Table 2 - Total Baseline Energy Use and Cost

Existing Lighting*						Proposed Lighting*					
Item #	Exist. Fixture Code	Fixture Description	Fixture Quantity	Rate	Total Monthly Cost	Item #	Proposed Fixture Code	Fixture Description	Fixture Quantity	Rate	Total Monthly Cost
1	HPS70COBRA	HPS 70W COBRA	5	\$2.78	\$13.90	1	LED24COBRA	LED 24W AEL ATBS Roadway Light	5	\$0.72	\$3.59
2	HPS100COBRA	HPS 100W COBRA	466	\$3.52	\$1,640.32	2	LED39COBRA	LED 39W AEL ATBS Roadway Light	466	\$1.17	\$543.40
3	HPS150COBRA	HPS 150W COBRA	143	\$5.15	\$736.45	3	LED60COBRA	LED 60W AEL ATBM Roadway Light	143	\$1.79	\$256.54
4	HPS200COBRA	HPS 200W COBRA	270	\$7.20	\$1,944.00	4	LED95COBRA	LED 95W AEL ATBM Roadway Light	270	\$2.84	\$766.94
5	HPS250COBRA	HPS 250W COBRA	8	\$9.09	\$72.72	5	LED95COBRA	LED 95W AEL ATBM Roadway Light	8	\$2.84	\$22.72
6	HPS400COBRA	HPS 400W COBRA	14	\$14.04	\$196.56	6	LED164COBRA	LED 164W AEL ATBM Roadway Light	14	\$4.90	\$68.65
7	MV100COBRA	MV 100W COBRA	1	\$3.59	\$3.59	7	LED39COBRA	LED 39W AEL ATBS Roadway Light	1	\$1.17	\$1.17
8	HPS70NEMA	HPS 70W NEMA	1	\$2.78	\$2.78	8	LED26NEMA	LED 26W RAB YBLED Barn Fixture	1	\$0.84	\$0.84
9	HPS100NEMA	HPS 100W NEMA	4	\$3.52	\$14.08	9	LED26NEMA	LED 26W RAB YBLED Barn Fixture	4	\$0.84	\$3.35
10	MV100NEMA	MV 100W NEMA	1	\$3.59	\$3.59	10	LED26NEMA	LED 26W RAB YBLED Barn Fixture	1	\$0.84	\$0.84
11	HPS100FLOOD	HPS 100W FLOOD	5	\$3.52	\$17.60	11	LED39FLOOD	LED 39W RAB FFLED Floodlight	5	\$1.17	\$5.83
12	HPS150FLOOD	HPS 150W FLOOD	2	\$5.15	\$10.30	12	LED78FLOOD	LED 78W RAB FXLED Floodlight	2	\$2.33	\$4.66
13	HPS200FLOOD	HPS 200W FLOOD	3	\$7.20	\$21.60	13	LED78FLOOD	LED 78W RAB FXLED Floodlight	3	\$2.33	\$7.00
14	HPS250FLOOD	HPS 250W FLOOD	13	\$9.09	\$118.17	14	LED105FLOOD	LED 105W RAB FXLED Floodlight	13	\$3.14	\$40.81
15	HPS400FLOOD	HPS 400W FLOOD	11	\$14.04	\$154.44	15	LED150FLOOD	LED 150W RAB FXLED Floodlight	11	\$4.49	\$49.34
16	HPS70TC	HPS 70W T&C	7	\$2.78	\$19.46	16	LED38TC	LED 38W AEL 247L Town and Country Post Top Fixture	7	\$1.14	\$7.95
17	HPS100TC	HPS 100W T&C	3	\$3.52	\$10.56	17	LED38TC	LED 38W AEL 247L Town and Country Post Top Fixture	3	\$1.14	\$3.41
18	MH175TC	MH 175W T&C	8	\$6.29	\$50.32	18	LED38TC	LED 38W AEL 247L Town and Country Post Top Fixture	8	\$1.14	\$9.09

Table 3 – Baseline and Proposed Monthly Charges Summary

SCHEDULE 5 TO PDP

SAVINGS CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

The provisions of the Schedules to the PDP, including this Schedule 5, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. Methodology Used to Calculate Project Savings

Measurement and Verification (M&V) involves two components: (1) verifying the ability of the project to generate all the projected savings; and (2) measuring actual performance of the project against the established baseline(s)

There are a variety of ways to accomplish the two primary M&V tasks, but a critical prerequisite is the establishment of the aforementioned baseline(s). Techniques range from stipulating all factors affecting Energy Conservation Measure (ECM) performance to installing extensive, highly accurate metering systems. When deciding the appropriate level of sophistication for a particular plan, factors such as complexity of the measure, expected magnitude of savings from the measure, and the customer's aversion to risk all weigh upon the decision. In an effort to aid agencies in gaining an understanding of measurement and verification, an international guideline was established.

ESCO bases all of its site-specific measurement and verification plans on the International Performance Measurement and Verification Protocol (IPMVP). The general approach to determining energy savings in these plans involves comparing the energy use associated with a facility, or certain energy consuming systems within a facility, before installation of the ECM (baseline) and after installation of the ECM (post-installation). In general:

$$\text{Energy Savings} = (\text{Baseline Energy Use}) - (\text{Post Installation Energy Use}) \pm \text{Adjustment}$$

Table 1- Summary of Annual Savings

ECM #	Conservation Measure	Annual Savings Electric	
		Consumption	Savings
		kWh	\$
SH-L1	Street Lighting Upgrade (965 Fixtures)	464,728	\$38,812
	Total:	464,728	\$38,812

The energy savings calculations are included in the City of St. Helens TEA document provided on June 1st, 2016. These savings calculations have been reviewed and accepted by the Owner and the ESCO.

The following details the savings calculation methodology associated with each Energy Conservation Measure (ECM) included in Table 1 – Summary of Annual Savings.

Calculation Formulas

Lighting Upgrades

The following equations were used to calculate the lighting upgrade savings:

$$\text{Lighting Savings} = \text{Baseline} - \text{Proposed}$$

$$\text{Baseline} = \sum_{\text{fixture}} (kW_{\text{Base}} \times \text{Hrs}_{\text{Base}})$$

$$\text{Proposed} = \sum_{\text{fixture}} (kW_{\text{retro}} \times \text{Hrs}_{\text{retro}})$$

Where:

- kW_{Base} - Existing base fixture kW, as per lighting audit calculation
- kW_{retro} - Proposed retrofit fixture kW, as per lighting audit calculation
- Hrs_{Base} - Base fixture operating hours, as per lighting audit calculation
- $\text{Hrs}_{\text{retro}}$ - Retrofit fixture operating hours (usually these will equal base hours), as per lighting audit calculation

This calculation applies to the following buildings:

Hours of operation as determined in the Technical Energy Audit are stipulated below in Table 2
Stipulated Lighting Hours Used for Calculations

Table 2

Item	Baseline Condition	Proposed Condition
Fixture Wattage	As indicated in schedule	Fixture Wattage
Burn Hours	4020 HRS annually	4020 HRS annually

II. Methodology to Adjust Baseline

ESCO has developed the M&V plan and calculated the estimated energy savings based on the assumption that the systems will continue to operate under the same conditions as observed during the Technical Energy Audit. The savings calculations, baseline and/or M&V methodologies are subject to adjustment as set forth in Schedule 6, in the Contract and herein. In addition, in the event that changes are made to the buildings, systems, operations, or utilization of the buildings other than those made by ESCO during the performance of the Scope of Services, ESCO may, at its discretion, make reasonable adjustments to the savings calculations and/or the M&V methodologies to account for such changes. Any adjustments will be included in the M&V Report.

Baseline adjustments for routine and non-routine adjustments are discussed below:

Routine Adjustments

Routine adjustments are changes to the baseline energy consumption due to factors which are both significant to the energy consumption and vary predictably. Factors resulting in routine adjustments include, but are not limited to, weather, building temperature setpoint, hours of operation, and number of occupants. Routine adjustments, if required according to the respective measurement and verification plan, will be performed annually and will affect the performance period in which the adjustment occurs only, and will not be continued into later performance periods. If routine adjustments result in a reduction of energy savings and are beyond the control of ESCO, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

Non-Routine Adjustments

Non-routine adjustments are changes to the baseline energy consumption due to factors that are significant to the energy consumption but do not vary predictably. Factors resulting in non-routine adjustments include, but are not limited to, additions or reductions to the area of a building, changes to the use of a building, installation, modification, or replacement of equipment, and changes to the building envelope. Non-routine adjustments, if required according to the respective measurement and verification plan, will be performed once and will be affective for the remainder of the performance period. If non-routine adjustments result in a reduction of energy savings and are beyond the control of ESCO, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

Reporting of Routine and Non-Routine Adjustments

Both ESCO and Owner share responsibility in identifying routine and non-routine adjustments. ESCO will monitor key parameters and perform site visits as required per the measurement and verification plan. If, during the course of these actions, ESCO identifies operations or changes to the buildings or systems that would result in a baseline adjustment, ESCO will notify Owner accordingly

as outlined in the measurement and verification plan. Owner is obligated to notify ESCO when material changes occur within the facilities and provide additional information, if required, to perform baseline adjustments, including, but not limited to, equipment submittals, building plans, and dates that such changes occurred. ESCO will calculate baseline adjustments, when required, and submit the results to Owner and its agents.

The energy savings guarantee is based on the proper performance of the conservation measures as indicated in "Schedule 2 – Calculation of Energy Cost Savings Guarantee". Should the performance of the conservation measures be adversely impacted by changes in weather, occupancy patterns, building modifications, or inadequate maintenance, the baseline may require an adjustment.

SCHEDULE 6 TO PDP

MEASUREMENT AND VERIFICATION PLAN; GUARANTEED SAVINGS CONTRACT PROVISIONS

The provisions of the Schedules to the PDP, including this Schedule 6, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. MEASUREMENT AND VERIFICATION PLAN

Schedule & Reporting of M&V Services

Measurement and Verification services have not been included in the project scope. At the end of the project, the closeout documents will include a verified asbuilt of the quantity and wattage of the fixtures installed. The project will have an annual summary of warranty work that will be used to update the as-built inventory, and report on the savings.

Measurement & Verification Overview

Ameresco shall perform the M&V Services as set forth in this Schedule 6 in order to determine and document the Annual Savings under this Agreement. As used herein, the term “Guarantee Year” refers to a “Savings Year.”

The approach to M&V is based on the International Performance Measurement and Verification Protocol (IPMVP) Volume 1 2012 (January 2012). IPMVP Volume 1 is a guidance document describing common practice in measuring, computing, and reporting savings achieved by energy or water efficiency projects at end user facilities. The IPMVP presents a framework and the four M&V methods. For purposes of this Agreement, the Parties have also included an additional M&V Method – “Agreed Upon” savings. “Agreed Upon” savings are not subject to measurement or verification and do not include M&V activities. This method is utilized on ECMs with savings that are too low to justify the costs associated with verification.

Method A: Partially Measured with Stipulated Values
Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM’s affected system(s). Estimates of the non-key parameter are used for the savings calculations.
Method B: Fully Measured
Savings are determined by field measurement of the energy use of the ECM-affected system.
Method C: Whole Facility Meter Analysis
Savings are determined by measuring energy use at the whole facility or sub-facility level.
Method D: Calibrated Simulation

Savings are determined through simulation of the energy use of the whole facility or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. The model is closely calibrated with data collected for each ECM.

Agreed Upon Savings: No M&V, Operational Verification

Used when savings are not enough to justify the cost of accurately calculating and/or measuring the savings.

Table 6-2 below sets forth the M&V methods to be used for the various ECMs and the details of the plan execution.

ECM Name	IPMVP Option	Key Performance Indicators	Baseline Condition	Proposed Condition	Baseline M&V Requirements	Post Installation M&V Requirements	Stipulated Variables	Performance Period M&V Requirements	Owner Responsibilities
Lighting Upgrade SH-L1	N/A Operational Verification	1. Lighting fixture installed kW	1. Various. Based on existing fixtures' manufacturer product information. 2. Varies by existing lighting control, usually photocell	1. Various. Based on proposed fixtures' manufacturer product information 2. Varies by new lighting control, usually photocell	Perform detailed survey of facility lighting fixtures. Calculate total electricity consumption based on photocell operation. See Schedule 5 for detailed hours.	Complete detailed as-built of installed facility lighting fixtures. Calculate total electricity consumption based on installed wattage and proposed hours of operation	Burn hours, weather.	Operational Verification through Warranty work.	Maintain lighting fixtures per manufacturer recommendations

Operating Parameters/Stipulated Variables and Owner Responsibilities

In addition to any of its other obligations under this Agreement, the Owner agrees to operate and maintain all ECMs to the standards set forth in Table 6-2 of this Schedule 6 and in the O&M Manuals delivered to the Owner at Substantial Completion and/or Final Completion, as appropriate. Deviation from these standards may result in adjustments to the Baseline, the Annual Guaranteed Savings, or the determination of Annual Savings.

II. GUARANTEED SAVINGS CONTRACT PROVISIONS

The “Annual Guaranteed Savings” are:

Utility	Guaranteed Annual Energy Savings
Electricity (kWh)	418,176
Electricity (kW)	1,248

The Guarantee Term (also known as the Savings Term or Energy Savings Term) shall be the consecutive twelve (12) month period (“Guarantee Year”) beginning with the date of Notice of Commencement of Energy Savings of the ECMs, (the “M&V Commencement Date”), as set forth in the Notice of Commencement of Energy Savings letter provided by ESCO pursuant to Section 5.5.14 of the Contract. ESCO guarantees that the Annual Savings (as such term is defined below) to be achieved as a result of installation and operation of the ECMs shall equal or exceed the Annual Guaranteed Savings for the Guarantee Term, determined as provided in Schedules 1, 2, 4, 5 and Section I of this Schedule 6.

ESCO guarantees that the Annual Guaranteed Savings will be achieved by operation and beneficial use of all ECMs taken in the aggregate, but does not guarantee the savings amount achieved by each ECM individually.

ESCO’s obligations in respect of this Savings Guarantee are subject to the Owner performing all of its maintenance, repair, service, and other obligations under this Agreement, including, without limitation, the Owner’s maintenance responsibilities set forth in Schedule 9 , maintenance of the Standards of Service and Comfort set forth in Schedule 10, and the Owner’s obligations with respect to the Premises as set forth in the Contract Documents, that may affect achievement of the Annual Guaranteed Savings. If the Owner fails to perform its obligations under the Contract Documents, including the PDP, and related Schedules and Exhibits, or interferes with or permits any third party to take any action which, in the reasonable opinion of ESCO, may prevent the achievement of the Annual Guaranteed Savings under this Agreement, ESCO may adjust the Annual Guaranteed Savings during the period in which such savings were affected to reflect the impact such actions had on same. ESCO’s rights set forth in this Schedule 6A shall not be in limitation of any other rights it is entitled to by law and under this Agreement.

OWNER REVIEW

The Owner has reviewed and accepted the Annual Guaranteed Savings, calculations, assumptions, and methodologies contained in the M&V Plan set forth in Schedule 6, the Calculation Methodology set forth in Schedule 2, the Baseline set forth in Schedule 4, and the Stipulations and Operating Parameters set forth in Schedules 6 and 7, as well as the assumptions set forth in Schedule 1.

MEASUREMENT AND VERIFICATION PLAN

The “Measurement and Verification Plan” consists of the measurement and verification plan and the savings calculation methodologies set forth in Schedules 1, 2, 4, 5, and 6. The total savings achieved by the combined ECMs, determined as provided in the M&V Plan, including any “Agreed upon Savings,” as such term is defined in the M&V Plan, shall be deemed the total “Annual Savings.” Agreed Upon Savings amounts shall be deemed achieved upon Substantial Completion of installation of the related ECMs.

For each Guarantee Year for which measurement and verification services are to be performed, measurements shall be completed and Annual Savings determined as described in the M&V Plan, and ESCO will submit to the Owner a report documenting the guarantee reconciliation (the “Annual M&V Report”) within 60 days following the end of such Guarantee Year (collectively, the “M&V Services”). The Annual M&V Report will include a calculation of the Annual Savings achieved.

If, for the Guarantee Year during the Guarantee Period/Savings Term, the Annual Guaranteed Savings is not achieved, as evidenced by the fact that the Annual Savings as detailed in the Annual M&V Report is less than the Annual Guaranteed Savings for the Guarantee Year being reconciled, ESCO shall pay or provide in-kind services to the Owner the amount (“Savings Shortfall”) by which the Annual Guaranteed Savings Amount exceeds the Annual Savings, or, by mutual written agreement of the Parties, in lieu of making a payment of the Savings Shortfall, ESCO may rectify the Savings Shortfall through installation of additional ECM(s) or modifications. Such payment, installation, or modification shall be the sole and exclusive remedy of Owner in the event of a Savings Shortfall.

In addition, in the event of a Savings Shortfall, ESCO shall have the right but not the obligation, at Ameresco’s sole discretion and expense, to install additional ECM(s) or modifications to mitigate any future Savings Shortfall with the approval of Owner, such approval not to be unreasonably withheld, conditioned, or delayed. If, in any Guarantee Year, the Annual Savings exceed the Annual Guaranteed Savings Amount for such Guarantee Year, the excess savings will be used first to reimburse ESCO for any Savings Shortfall payments made in previous years, whether such payment was made in cash or through installation of additional ECMs.

M&V SERVICES

The M&V Services will be performed, the Annual M&V Report delivered for the Guarantee Year which comprises the Guarantee Period, and the M&V Service Fees shall be due and payable for each

year in which an Annual M&V Report is delivered, as provided in Section 9.5 of the Design and Construction Contract, and in Schedule 3 PDP.

In the event of early termination of this Agreement or of the M&V Services, unless termination is effective on the last day of the Guarantee Year, no Annual M&V Report will be produced for the Guarantee Year then in effect and the Annual Guaranteed Savings shall be deemed achieved for the Guarantee Year then in effect, i.e. for the balance of the Savings Term.

ADJUSTMENTS TO SAVINGS CALCULATIONS OR M&V PLAN

ESCO has developed the M&V Plan and calculated the Annual Guaranteed Savings based on the assumption that the buildings and systems will continue to operate under the baseline conditions as observed during performance of the Technical Energy Audit and development of the Project Development Plan. The savings calculations, baseline, and/or M&V methodologies are subject to adjustment as set forth in the Schedules to the PDP. In addition, in the event that changes are made to the buildings, systems, operations, or utilization of the buildings other than those made by ESCO during the performance of the Scope of Services, ESCO may, at its discretion, make reasonable adjustments to the savings calculations and/or the M&V methodologies to account for such changes. Any adjustments will be included in the M&V Report.

DISPUTE RESOLUTION PLAN

Notwithstanding anything else to the contrary in the Agreement, any dispute, claim, or disagreement of any kind or nature between the Parties (a "Dispute") arising out of or in connection with this M&V Plan, Adjustment to the Baseline, or the Energy Savings Guarantee shall be subject to a meeting of senior management and, if necessary, mediation as a condition precedent to any and all remedies at law or in equity and shall be resolved in accordance with this Dispute Resolution Plan.

Any Dispute arising concerning the M&V Plan, Adjustment to the Baseline, or the Energy Savings Guarantee, if not amicably settled by the Parties within thirty (30) days following notice of dispute, shall be referred to senior management of the Parties for resolution. A representative from management of both Parties shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Dispute. In the event the Dispute has not been resolved within forty-five (45) days following referral to senior management, or such longer period as the Parties may mutually agree, then a request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Dispute through informal dispute resolution or mediation, either Party may then pursue available remedies at law in the state or federal courts of the State of Oregon.

SCHEDULE 7 TO PDP

SYSTEMS START-UP AND COMMISSIONING; OPERATING PARAMETERS OF INSTALLED EQUIPMENT

The provisions of the Schedules to the PDP, including this Schedule 7, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. Systems Start-Up and Commissioning

Create Master List of Commissioned Equipment: Based on the final design, addendum and submittal information, a master list of equipment and systems is created. This list identifies each piece of equipment and system to be commissioned. It further identifies all modes of operation and any integrated system relationships. This list is integrated into the final commissioning plan and is used to track equipment and systems as they move through the commissioning process.

Create Final Commissioning Plan: The final commissioning plan outlines the entire commissioning process including roles and responsibilities, scheduling, installation verification forms and functional test forms. Depending on the overall project schedule, the installation verification and functional test forms may be “sample” versions only at this time.

Develop Installation Verification Documents: Based on the master equipment list, a pre-functional installation verification checklist is created for every piece of equipment and system scheduled to be commissioned. These checklists are used to help assure that equipment and systems are installed correctly and ready for functional testing.

Develop Functional Performance Documents: Based on the master equipment list, a functional performance test is created for every piece of equipment and system that is to be commissioned. These tests are designed to simulate as many potential modes of operation as is within the commissioning scope of work.

Conduct Installation Verification: Using the installation verification sheets, the facility is reviewed to verify that equipment and systems are properly installed and ready for functional testing. Issues are noted on a “Commissioning Issues” list. This list becomes a working and regularly revised document that records the eventual resolution of all issues.

Conduct Functional Performance Tests: Once the installation verification is complete, functional performance testing may commence. Ameresco completes the functional testing with the help of the Controls Contractor. Issues are noted on the Commissioning Issues list.

Conduct Acceptance Tests: Once the functional performance tests are completed, acceptance testing may commence. Ameresco completes the acceptance testing with the help of the Controls Contractor by focusing on system performance measured via trend-logging and with testing equipment.

Re-Testing and Issue Resolution: All issues reported as corrected by the responsible contractors are verified by Ameresco prior to being considered as fully resolved. In some cases this may involve a

repeat of the initial functional testing procedures. Issue resolution may also involve working with the members of the Design Team to develop and implement appropriate changes or retrofits to design.

Final Report: At the close of the project, a final report based on the commissioning plan is created. This report will contain all previously generated commissioning documentation and a project summary that identifies any unresolved issues and makes further recommendations.

Training: Once commissioning is complete the Commissioning Agent will participate in the formal training presented by the system installers and supplier. The Commissioning Agent's role in the training is to share specific input regarding the system function in the owner's facility.

Start Up: ESCO will ensure that all major equipment is started up by a factory authorized technician and that all start up documents are registered as required to start the warranty process. The start-up is witnessed by the Commissioning Agent and the owner's staff is also encouraged to participate in the start-up process.

The final Start-Up and Commissioning report will be developed during project implementation and will be delivered at the close-out of the ESPC project and will be part of the final Operations & Maintenance Manuals.

System Testing Manual

Variable Pump Speed Control

I. VFD INSTALLATION VERIFICATION

Provide and install two VFD's with bypass, one 7.5hp, one 10hp. VFD's to have Bacnet/lonworks communication to building controls for general point's supervision. Hardwire enable, speed and status points.

Equipment:	CP-2	Mark:	CP-2
Location:	Mech. Rm. Attic above Custodial Rm.	Serves:	Hydronic Loop

II. INSTALLATION VERIFICATION

Validation Description	Yes	No	N/A	Comments
Unit/ Casing/ Maintenance Access				
Permanent labels affixed		X		
Unit condition good: no dents, no leaks	X			
Maintenance access acceptable for unit and components	X			
Drive location not subject to excessive temperatures, moisture, or dirt	X			
Drive size matches motor size	X			
Provide and install new VFDs with factory-installed bypass contactors and switching.	X			
Electrical				
Power disconnects in place and labeled	X			
Controls				
Internal setting designating the model is correct	X			
Input of motor FLA represents 100% to 105% of motor FLA rating	X			
Appropriate Volts vs Hz curve is being used	X			
Accel. And decel. Times are around 10-60 seconds, except for special applications. Record actual for each unit.	X			Set for 120 seconds
VFD interlocked to control system	X			
VFD minimum speed setting set >15.0Hz	X			
Controlling DP sensors calibrated and properly located and per drawings	X			

System Testing Manual

Variable Pump Speed Control

I. VFD INSTALLATION VERIFICATION

Provide and install two VFD's with bypass, one 7.5hp, one 10hp. VFD's to have Bacnet/lonworks communication to building controls for general point's supervision. Hardwire enable, speed and status points.

Equipment:	CP-3	Mark:	CP-3
Location:	Mech. Rm. Attic above Custodial Rm.	Serves:	Hydronic Loop

II. INSTALLATION VERIFICATION

Validation Description	Yes	No	N/A	Comments
Unit/ Casing/ Maintenance Access				
Permanent labels affixed		X		
Unit condition good: no dents, no leaks	X			
Maintenance access acceptable for unit and components	X			
Drive location not subject to excessive temperatures, moisture, or dirt	X			
Drive size matches motor size	X			
Provide and install new <i>ABB VFDs</i> with factory-installed bypass contactors and switching.	X			
Electrical				
Power disconnects in place and labeled	X			
Controls				
Internal setting designating the model is correct	X			
Input of motor FLA represents 100% to 105% of motor FLA rating	X			
Appropriate Volts vs Hz curve is being used	X			
Accel. and decel. times are around 10-60 seconds, except for special applications. Record actual for each unit.	X			Set for 120 seconds
VFD interlocked to control system	X			
VFD minimum speed setting set >15.0Hz	X			
Controlling DP sensors calibrated and properly located and per drawings	X			

III. OPERATION VERIFICATION

Provide and install two loop differential pressure sensors located toward end of loop in East and West Attic. From drawings this would be near HP-6 and HP-53, respectively. Location for sensors to be chosen by Controls Contractor.

Verify the following sensors have been calibrated. Physically measure each device with an independent meter and compare to readings on DDC. Differential pressure transducer shall have an accuracy of +/- 2%

Sensor Calibration	DDC	Field	Offset	Comments
Loop DP Sensor #1 (HP-6)	16.0	Pass	-----	
Loop DP Sensor #2 (HP-53)	18.0	Pass	-----	

Analog Output Verification	DDC	Field	Comments
P-1 VFD Speed Command	Pass	Pass	
P-2 VFD Speed Command	Pass	Pass	

Digital Output Verification	DDC	Field	Comments
P-1 Enable / Disable	Pass	Pass	
P-2 Enable / Disable	Pass	Pass	

Digital Input Verification	DDC	Field	Comments
P-1 Status	Pass	Pass	
P-2 Status	Pass	Pass	

Set Points	Design	Actual	Comments
Loop Static Pressure Set point	na	15.0	

IV. SEQUENCE OF OPERATION

Variable Pump Speed Control

- A. The VFD shall vary loop pump speed to maintain 5 psi differential pressure (adjustable) when any heat pump compressor is running.
- B. Pumps to modulate and stage to maintain the lower of the two differential pressure sensors to the loop differential set point (adj.). Pumps to be engaged with a call for compressor from any one heat pump, do not schedule the pumps. If pump is commanded on and status from vfd does not indicate it's enabled, than generate alarm and enable back-up pump.
- C. If no heat pumps are calling for compressor then shut down loop pump.
- D. Two pumps are to be sequenced in a lead / lag configuration, with the lead pump rotating every two weeks (adj.).

Show all applicable status points and all alarm points on graphics.

II. Operating Parameters for ECMs / Standards of Comfort and Service

In addition to any of its other obligations under this Contract, the Owner agrees to operate and maintain all ECMs to the standards set forth in this Schedule 7, in Schedule 9 and in the O&M Manuals delivered to the Owner at beneficial use, Substantial Completion and/or Final Acceptance, as appropriate. Deviation from these standards may result in adjustments to the Baseline, the Annual Guaranteed Savings, and/or the determination of Annual Savings.

TAG	Building	Weekday Baseline Hours of Operation	Weekday Proposed Hours of Operation	Weekend Baseline Hours of Operation	Weekend Proposed Hours of Operation	Occupied Heating Setpoint	Unoccupied Heating Setpoint	Occupied Cooling Setpoint	Unoccupied Cooling Setpoint
SF-1 and SF-2 (Primary Ventilation Fans)	Brookwood ES	Varies	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
HVU-1 and HVU-2 (Cafeteria and Gym)	Brookwood ES	Varies	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
ASU-1 (Library)	Brookwood ES	Varies	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
RACU-1	Century HS	24/7	0530-2100†	24/7	0530-2100 SAT†	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
RACU-2 and RACU-3	Century HS	0530-2100	0530-2100†	0530-2100	0530-2100 SAT†	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-1	Century HS	0530-2000	0530-2000	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-2	Century HS	0530-2000	0530-2000	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-3	Century HS	0530-2100	0530-2100	0530-2100	0530-2100 SAT	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-4	Century HS	0525-2000	0525-2000	0620-1600 SUN	0620-1600 SUN	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-5 and ASU-6	Century HS	0530-2000	0530-2000	0620-1700 SUN	0620-1700 SUN	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-7	Century HS	0525-1700	0525-1700	0525-1700 SAT	0525-1700 SAT	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-8 through ASU-12	Century HS	0520-1600	0520-1600	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
UV-1 through UV-15	Farmington View ES	0600-1700	0700-1700*	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
AHU-1 and AHU-2	Farmington View ES	0500-1700	0700-1700*	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
SF-1 (Primary Ventilation Fan)	Miller Education Center West	0600-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
Radiant Floor Heat (not incl. NLL and MWU)	Miller Education Center West	0600-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
AHU-1	North Plains ES	0530-1800	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
AHU-2	North Plains ES	Manual	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
RTU-1 through RTU-9	North Plains ES	0530-1800	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
RTU-10 and RTU-11	North Plains ES	0530-2100	0700-2000	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
Unit Ventilators	Orengo ES	0700-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-1	Orengo ES	0700-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-2	Orengo ES	0500-1800	0700-1700†	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-3	Orengo ES	0600-1900	0500-1500	NA	NA	65 +/- 1.5F	55 +/- 1.5F	70 +/- 1.5F	85 +/- 1.5F
ASU-4 through ASU-6	Orengo ES	0500-1600	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-7	Orengo ES	0600-1700	0700-1700†	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
Unit Ventilators	Patterson ES	0700-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-1	Patterson ES	0530-1900	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-2	Patterson ES	0630-1630	0630-1630†	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-3	Patterson ES	0500-1400	0500-1400	NA	NA	65 +/- 1.5F	55 +/- 1.5F	70 +/- 1.5F	85 +/- 1.5F
ASU-4 through ASU-6	Patterson ES	0530-1630	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
ASU-7	Patterson ES	0530-1600	0700-1700†	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F
Radiant Heat System	Reedville ES	0600-1700	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
MZU-1 through MZU-9	WL Henry ES	0530-1730	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	NA	NA
RTU-1 (Head Start Pod)	WL Henry ES	24/7	0700-1700	NA	NA	70 +/- 1.5F	55 +/- 1.5F	74 +/- 1.5F	85 +/- 1.5F

Notes: NA Values for schedule are assumed off, NA values for cooling setpoint are systems that do not have cooling
* Values indicate that the systems will be normally scheduled on as indicated but will be set to unoccupied mode when occupancy sensors do not detect activity during scheduled occupancy
† Values indicate that the system will be ventilated based on CO₂ concentration (CO₂ setpoint to be 1,100 parts per million)

SCHEDULE 8 TO PDP

ESCO'S TRAINING RESPONSIBILITIES

The provisions of the Schedules to the PDP, including this Schedule 8, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

- ESCO will implement a comprehensive training program that involves classroom and hands-on/field training. Training sessions will include a review of the overall installation and performance characteristics of installed Energy Efficiency Measures. Documentation will include review of O&M manuals, drawings, and equipment specification literature. Facilities personnel, and select building occupants, will receive comprehensive manuals for reference. The primary goal of Ameresco's training program will be to educate designated operations, maintenance, and building staff in the key areas that relate to the ECMs installed throughout the project. ESCO has identified three (3) levels of training which may be required depending on the specific ECMs which are installed. Refer to the Training Matrix on the next page for applications of Training Levels.
 - Level 1: For systems and equipment which are essentially direct replacements of existing equipment, such that no additional skills will be required to perform operations and maintenance functions, the training will be limited to a general overview of the equipment installed, a review of the manufacturer's O&M manuals, and an explanation of equipment warranties. This level of training will provide operations and maintenance staff the familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one time and will include up to 8 hours of classroom instruction for all ECMs designated for Level 1 training.
 - Level 2: For systems and equipment which are new to the site, and require some general understanding as to their function and operation, training will include a minimum amount of classroom instruction that will provide an overview of the specific technology selected, specific equipment installed, review of the manufacturer's O&M manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation and operation of the equipment. This level of training will provide operations and maintenance staff with additional equipment details (including equipment cut sheets), familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one time and will include up to 12 hours of combined classroom and field instruction for all ECMs designated for Level 2 training.
 - Level 3: For systems and equipment which are new to the site, and are more complex in nature - training will be directed to facilities engineering and the operations and maintenance staff. Level 3 training will require more extensive classroom training to discuss design intent, specific system design, energy efficiency considerations, seasonal modes of operations, comfort conditions, operation of individual components, emergency

conditions, sequences of operations, alarms, diagnostics, and any additional ECM specific information as required. This training will be conducted up to two (2) sessions and will include up to 12 hours per session of combined classroom and field instruction for all ECMs designated for Level 3 training.

- Level 3 classroom training will also include a review of the manufacturer’s operation and maintenance manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation, operation of the equipment, and hands on maintenance instructions by qualified personnel and manufacturers’ representatives. This level of training will provide staff with a comprehensive understanding of all equipment details as well as hands on familiarity with the equipment that is installed and a detailed review of manufacture’s recommended maintenance procedures and warranty information.
 - Note: “Classroom” refers to a setting where information is presented to Agency personnel and may occur on-site in a meeting room, office, boiler room, etc.).

The Agency shall provide suitable space and make personnel available, as reasonably required for ESCO to conduct training under this Schedule 8.

Training Matrix					
ECM #	Conservation Measure	Level 1	Level 2	Level 3	Not Applicable
SH-L1	Upgrade Street Lighting (965 Fixtures)				X

SCHEDULE 9 TO PDP

OWNER'S MAINTENANCE RESPONSIBILITIES

The provisions of the Schedules to the PDP, including this Schedule 9, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

Owner, at its own expense, will keep and maintain, or cause to be kept and maintained, the ECMs and all equipment in as good operating condition as when delivered to the Owner hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to each ECM, ECM system and related ancillary systems and equipment, including related expenses, shall transfer to the Owner on an ECM by ECM basis on the date of **“Substantial Completion”** of each ECM as such date is determined in accordance with Section 2 and Section 18.2 of the “Phase II – Design and Construction Contract”. The Owner will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Owner, by the ESCO. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Owner, as well as the final “Schedule 10 – Facility Maintenance Checklist”.

Start-up and Shutdown: The Owner’s responsibilities include all system start-ups and shut-downs. System start-up (beginning of season) and shut-down (end of season) refers to specific manufacturer recommendations with respect to “proper” system start-up, operation, maintenance, and shut-down as defined in the manufacturer’s installation / operation / maintenance (O&M) manuals which will be provided to the Owner upon Beneficial Use, Substantial Completion and / or Final Completion, as appropriate.

Operations: The Owner shall operate the equipment installed hereunder in accordance with parameters noted in the manufacturers’ recommendations, and any supplemental procedures supplied to the Owner by ESCO, including those set forth in the O&M manuals. The Owner shall also operate the equipment and systems (including ancillary related systems) in accordance with Table 6.2 in “Schedule 6, M&V Plan; Guaranteed Savings Contract Provisions” and “Schedule 7, System Start-Up and Commissioning, Operating Parameters of Installed Equipment”.

Maintenance: The Owner’s maintenance responsibilities include the proper operation and prompt repair and maintenance of each ECM, ECM system and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Owner shall repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM, including performance of the maintenance tasks, manufacturer’s recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

SCHEDULE 10 to PDP

FACILITY MAINTENANCE CHECKLIST

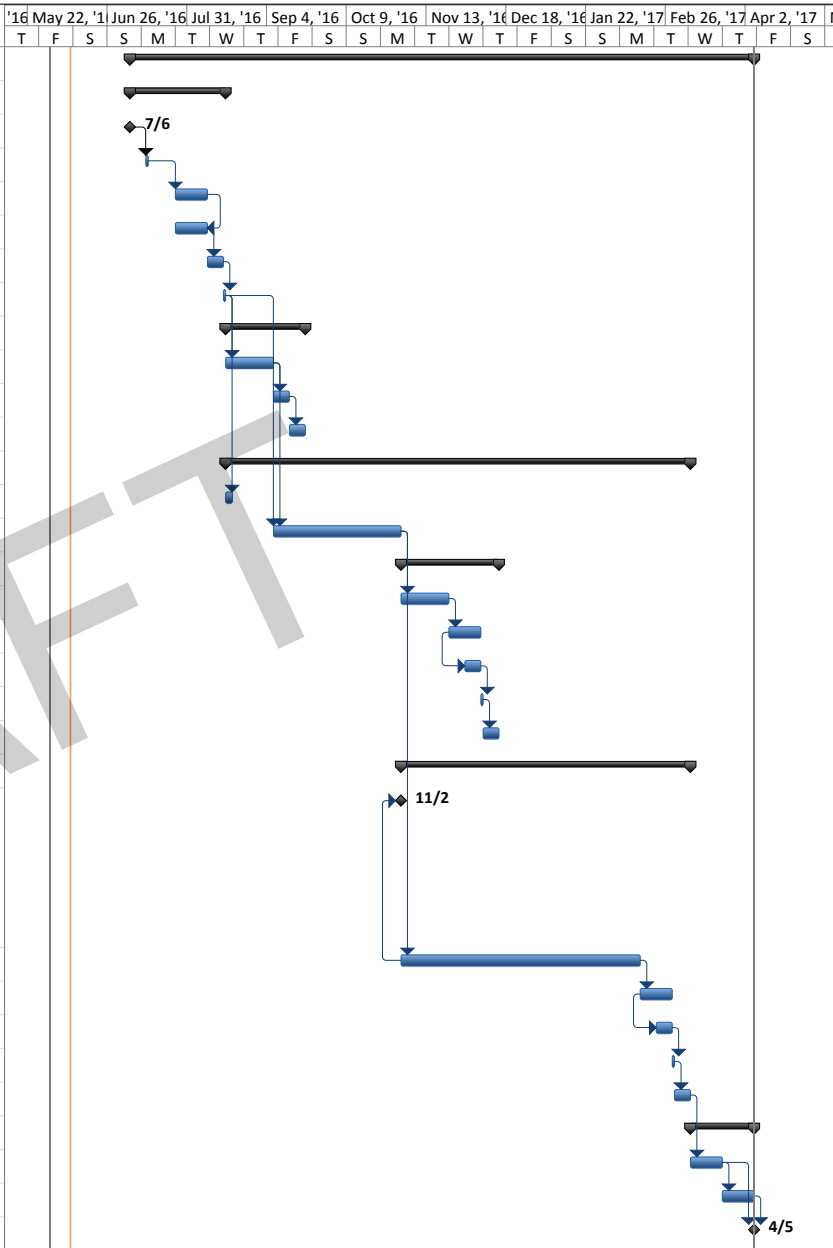
The provisions of the Schedules to the PDP, including this Schedule 10, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

The following is a draft Facility Maintenance Checklist for the ECMs that require maintenance. A final Facility Maintenance Checklist will be delivered at the close-out of the ESPC project and will be part of the final Operations & Maintenance Manuals.

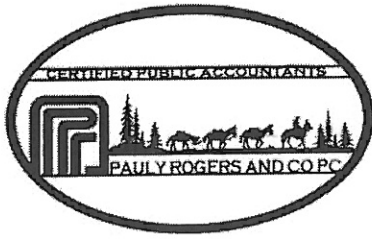
Lighting Systems

Tasks	Frequency
LED – Continually monitor all buildings for burned out fixtures replacing failed components or fixtures as needed.	As-Needed. Minimal
Outdoor Lighting – Check control circuits introducing photocells, timers, and manual by-pass switches for proper operations. Repair or replace any malfunctioning components. Continually replace all burned out bulbs as needed.	As-Needed. Minimal

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	'16 May 22, '17	Jun 26, '16	Jul 31, '16	Sep 4, '16	Oct 9, '16	Nov 13, '16	Dec 18, '16	Jan 22, '17	Feb 26, '17	Apr 2, '17
							T	F	S	S	M	T	W	T	F	S
1		City Of St. Helen ESPC - Phase 1 - Street Lighting	196 days	Wed 7/6/16	Wed 4/5/17											
2		Contracting Phase	30 days	Wed 7/6/16	Tue 8/16/16											
3		Board Approval	0 days	Wed 7/6/16	Wed 7/6/16											
4		Project Kick Of Meeting	1 day	Wed 7/13/16	Wed 7/13/16	3FS+5 days										
5		Finalize Financing	10 days	Tue 7/26/16	Mon 8/8/16	4FS+8 days										
6		Generate and Execute Contract	10 days	Tue 7/26/16	Mon 8/8/16	5FF										
7		Submit Certificates of Insurance and Bond	5 days	Tue 8/9/16	Mon 8/15/16	6										
8		Notice To Proceed (NTP) Issued	1 day	Tue 8/16/16	Tue 8/16/16	7										
9		Design Phase	25 days	Wed 8/17/16	Tue 9/20/16											
10		Procure and Install Mock Up Fixtures	15 days	Wed 8/17/16	Tue 9/6/16	8										
11		Review and Approval Of Mock Up Fixtures	5 days	Wed 9/7/16	Tue 9/13/16	10										
12		Modify Audit Based On Mock Up Results	5 days	Wed 9/14/16	Tue 9/20/16	11										
13		Construction Phase	146 days	Wed 8/17/16	Wed 3/8/17											
14		Contract With Lighting Contractors	3 days	Wed 8/17/16	Fri 8/19/16	8										
15		Procure Light Fixtures	8 wks	Wed 9/7/16	Tue 11/1/16	10,8										
16		Installation Of Fixtures By EC (approx 360 qty)	31 days	Wed 11/2/16	Wed 12/14/16											
17		Install Light Fixtures - First Pass	15 days	Wed 11/2/16	Tue 11/22/16	15										
18		Procure Any Additional Fixtures For Second Pass	2 wks	Wed 11/23/16	Tue 12/6/16	17										
19		Install Light Fixtures - Second Pass	5 days	Wed 11/30/16	Tue 12/6/16	18SS+5 days										
20		Punchlist Drive	1 day	Wed 12/7/16	Wed 12/7/16	19										
21		Complete Punchlist	5 days	Thu 12/8/16	Wed 12/14/16	20										
22		Installation Of Fixtures By PUD (approx 645 qty)	91 days	Wed 11/2/16	Wed 3/8/17											
23		***NOTE*** Dates Below Include Float For Non-Project Related Emergency Work BY PUD Linemen. Actual Schedule May Be Significantly Less. Estimate Only 16 Crew Days Of Actual Install	0 days	Wed 11/2/16	Wed 11/2/16	24SS										
24		Install Light Fixtures - First Pass	15 wks	Wed 11/2/16	Tue 2/14/17	15										
25		Procure Any Additional Fixtures For Second Pass	2 wks	Wed 2/15/17	Tue 2/28/17	24										
26		Install Light Fixtures - Second Pass	5 days	Wed 2/22/17	Tue 2/28/17	25SS+5 days										
27		Punchlist Drive	1 day	Wed 3/1/17	Wed 3/1/17	26										
28		Complete Punchlist	5 days	Thu 3/2/17	Wed 3/8/17	27										
29		Project Closeout Phase	20 days	Thu 3/9/17	Wed 4/5/17											
30		Finalize GIS Information	10 days	Thu 3/9/17	Wed 3/22/17	28										
31		Assemble and Deliver O&Ms	10 days	Thu 3/23/17	Wed 4/5/17	30										
32		Notice of Commencement Of Energy Savings	0 days	Wed 4/5/17	Wed 4/5/17	30,31										



Project: City of St. Helens Prelimin Date: Fri 6/10/16	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			



PAULY, ROGERS, AND CO., P.C.
12700 SW 72nd Ave. ♦ Tigard, OR 97223
(503) 620-2632 ♦ (503) 684-7523 FAX
www.paulyrogersandcocpas.com

May 2, 2016

City of St. Helens

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2016. We will audit the basic financial statements of the City of St. Helens as of and for the year ended June 30, 2016.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies the financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Any other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and will include tests of the accounting records of City of St. Helens and other procedures we consider necessary to enable us to express such opinions. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report as a result of this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation of the basic financial statements in conformity with U.S. generally accepted accounting principles.

Management is responsible for establishing and maintaining internal controls for compliance with laws, regulations, contracts and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management is also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the City received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud or illegal acts that we may report.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence, and if applicable, (4) unrestricted access to component information, persons at components (including management and those charged with governance, or component auditors, if applicable). We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary

City of St. Helens
May 2, 2016

information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We will provide you with an auditor's assistance package prior to our arrival at each stage of fieldwork. This package will detail the schedules and information that we expect your employees to have prepared by the time we arrive. We understand that your employees will have all auditor assistance package items ready and will type all confirmations we request and will locate any invoices selected by us for testing. *The fee for the examination is based on the completion of these supporting schedules and providing other assistance on a timely basis.*

Schedules and Financial Statements

Management is responsible for ensuring that all accounts are reconciled, providing all information necessary to prepare the financial statements, all supplementary schedules, and notes to the financial statements. Management is responsible for preparing and reviewing the management's discussion and analysis section. Our responsibility is to audit the financial statements, which includes a review of the notes to the financial statements. Any additional work to assist with the work listed above or any other requested work will be billed at our hourly rate. We will obtain approval of any additional fees before we begin any extra work. We have included our fees for preparing the financial statements and notes in our fee section below.

General Audit Procedures

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud), illegal acts, misappropriation of assets, or noncompliance may exist and not be detected by us. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements or major programs. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statement and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees and Other Items

Kenny Allen is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of the engagement, we will provide copies of our reports to various local and state agencies, as they require. However, it is management's responsibility to submit these reports. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The City hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive termination of this letter.

The workpapers for this engagement are the property of Pauly, Rogers and Co., P.C. and constitute confidential information. However, we may be requested to make certain information available to grantor agencies pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Pauly, Rogers and Co., P.C. personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to grantor agencies. The grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by a federal awarding agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

City of St. Helens
May 2, 2016

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following:

Audit Services:	
Financial Statement Audit	\$ 25,675
Non-Audit Services:	
Preparation of Note Disclosures and Full Accrual Financial Statements (City provides budgetary schedules)	700
Total	<u>\$ 26,375</u>

This fee includes up to 15 bound copies of the report plus one unbound copy. Additional copies will be billed at the rate of \$40 per copy. This fee is based on the anticipated cooperation from your personnel and on the assumption that the books will be closed, balanced, reconciled, with all material accruals recorded, all auditor requested information prepared prior to our arrival, and that unexpected circumstances will not be encountered during the audit. Our fee is also based upon the scope of work that was done in the previous year. If there is additional activity this year, beyond the scope of last year's work, we will need to charge for that additional work. We will give you a change of scope letter explaining the added work and our estimated fees, which must be signed by you, before we can continue the engagement or before we perform the additional work. Additional time may be necessary due to work which is beyond the scope of the engagement indicated above. Such work could include, but is not limited to, additional agreed upon procedures, audit testing required under the Single Audit Act Amendments of 1996 that was not previously specified, and reconciliations and/or adjustments needed to bring financial statements into conformity with generally accepted accounting principles. The additional time will be billed at our standard hourly billing rates for the individuals who perform those services.

If the City does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, the City must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$500 will be charged to the City. If the audit team arrives at the City's offices to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the City's books and records are adequately prepared for audit and a mobilization fee of \$500 will be charged to the City.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the City and Pauly, Rogers and Co., P.C. or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of this engagement report issued by us.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained on those sites or to consider the consistency of other information in the electronic site with the original document.

We have provided staff to work with your City as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your City, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of

City of St. Helens
May 2, 2016

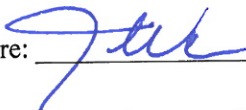
the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

We appreciate the opportunity to be of service to City of St. Helens and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party per the terms of our original contract.

Sincerely,



Kenny Allen, CPA
PAULY, ROGERS AND CO., P.C.

Signature: 

Title: City Administrator

Date: 7/18/16