

# METROPOLITAN EXPOSITION-RECREATION COMMISSION

## Resolution 96-23

Metropolitan Exposition-Recreation Commission Resolution 96-23 modifying Personal Services Agreement No. 914948, between Metropolitan Exposition-Recreation Commission (MERC) and Hoffman Construction Company of Oregon, hereinafter called "Contractor" for the purpose of early procurement of structural steel for the EXPO Expansion Project.

Whereas, the Construction of a new building has been on the facility's long-term development agenda, and the impending visit of the America's Smithsonian exhibit requires a space otherwise unavailable in the Portland area at the necessary time, and

Whereas, METRO Contract Review Board by Resolution No. 96-2283 has approved use of the CM/GC process for selecting and contracting with a construction contractor, and

Whereas, the MERC subsequently issued "Requests for Proposals" (RFP's) for CM/GC Services and as a result of this process conditionally selected "Hoffman Construction Company of Oregon" on March 13, 1996, by Resolution 96-16, to be the CM/GC Contractor for both Pre-Construction and Construction Services for expansion of the EXPO, and

Whereas, Personal Services Agreement No. 914948 was entered into on March 13, 1996, for an agreed upon sum of not to exceed \$20,000 until the establishment, currently anticipated to occur the last week in April 1996, of an acceptable Guaranteed Maximum Price (GMP) for the project, at which time MERC would execute the Construction Services Contract with Hoffman Construction in accordance with the RFP Document and Resolution 96-16, and

Whereas, during the period of the Pre-Construction Agreement and prior to the establishment of an acceptable GMP and subsequent execution by MERC and Hoffman of the Construction Services Agreement, and in the interest of the project schedule being met to accommodate the America's Smithsonian exhibit, financial commitments must be made to procure and fabricate "steel trusses and joists", and

Whereas, cost for procurement of steel may total up to \$10,000 in April and as much as approximately \$200,000 in May, in accordance with the attached Exhibit "A", "Hoffman Cash Flow Projections"; costs are shown and recovery value estimated if project is terminated, and

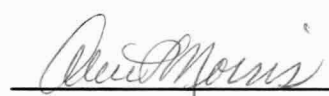
Whereas, METRO Finance has established interim financing for aforementioned early procurement items,

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission by Resolution 96-23 approves "Amendment No. 1", attached hereto, to Personal Services Agreement 914948, for Pre-Construction Services, for the purpose of providing funding for early commitment for steel fabrication and procurement and further authorizes the Chairman and Secretary/Treasurer to execute the Amendment with Hoffman Construction Company of Oregon.

Passed by the Commission on April 10, 1996.

  
\_\_\_\_\_  
Chairman

4-10-96  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary/Treasurer

4-10-96  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Daniel B. Cooper, General Counsel

By:   
\_\_\_\_\_  
Mark B. Williams  
Senior Assistant Counsel

## MERC Staff Report

**Agenda Item:** Approving Amendment No. 1 to Personal Services Agreement No. 914948 between the Metropolitan Exposition-Recreation Commission and Hoffman Construction Company of Oregon, for the purpose of authorizing interim funding prior to the establishment of the GMP and subsequent execution of the Construction Services Agreement, for the early fabrication and procurement of structural steel.

### Resolution 96-23

**Date:** April 10, 1996

**Presented by:** Mark Hunter, Jeff Blosser, Chris Bailey

### Background Analysis:

On March 13, 1996, MERC, by Resolution 96-16, accepted Hoffman Construction as the CM/GC for the EXPO Expansion Project. In choosing the CM/GC process, MERC took into consideration the need for the "fast track" method of construction in order to meet the very tight time frame caused by the Smithsonian's scheduled visit to Portland in March of 1997.

The acceptance of Hoffman as the CM/GC in accordance with Resolution 96-16, was to be accomplished by two Agreements, the first being for Pre-Construction Services for an amount not to exceed \$20,000, entered into on March 19, 1996, with the Construction Services Agreement for the construction cost, plus 3.2% of the GMP plus Contractor reimbursibles, to follow in late April after the establishment of an acceptable Guaranteed Maximum Price (GMP) for the project.

In the interim between the Pre-Construction Agreement and the Construction Services Agreement, it has been discussed on several occasions that there would probably be up front costs for steel acquisition. According to Hoffman's estimate, these costs could be around \$10,000 in April and go as high as \$200,000 in May if the project were to be terminated. As Hoffman Construction would be responsible for these costs without Amending the current Agreement, if the MERC approves Amendment #1 to the Personal Services Agreement for Pre-Construction Services, Hoffman would be able to go ahead with the steel fabrication and procurement process without delay and without risk of loss. MERC would by the Amendment guarantee to cover losses on the early ordering of the steel if the project were to be canceled. If the project continues on, the cost to MERC would not change from the bids originally presented by the steel providers.

### Discussion with Commission:

The Commission has been previously advised of potential early commitments to up front costs for steel and mechanical equipment. Earlier projections of commitment to funds were much higher than now anticipated as full consideration has been given to schedule and availability of steel and mechanical equipment. Obligation for mechanical equipment will now not have to occur until after the establishment of an acceptable GMP and execution of the Construction Services Agreement with Hoffman.

**Fiscal and Budget Impacts:**

Metro Council has approved interim financing as arranged by METRO and MERC in the form of a letter of credit to cover aforementioned costs as may be determined by METRO and MERC finance.

**Recommendation:**

Staff recommends that the Metropolitan Exposition-Recreation Commission approve Resolution 96-23, amending the Personal Services Agreement with Hoffman Construction Company of Oregon for Pre-Construction Services, to provide financing for early fabrication and procurement of structural steel for the EXPO Expansion Project to help assure a timely and cost effective completion of the project.

**DRAFT**

**Amendment No. 1**

**HOFFMAN CONSTRUCTION COMPANY**

This amendment modifies Personal Services Agreement No. 914948 between Metropolitan Exposition-Recreation Commission, a metropolitan commission established by Metro to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to ORS 268 and the 1992 Metro Charter, hereinafter called MERC, and Hoffman Construction Company of Oregon, hereinafter called "Contractor" which was effective March 18, 1996.

**RECITALS:**

The Contractor and MERC have entered into a Personal Services Agreement for a variety of pre-construction services related to the new Expo Building Addition Project;

It is anticipated that the Contractor and MERC will also enter into a Construction Services Contract for the construction of the new Expo Building upon the mutual establishment of a Guaranteed Maximum Price (GMP) for such construction activity;

In the course of performing the required pre-construction services, Contractor has identified the necessity of the early procurement of structural steel in order to meet the desired project completion date of February 14, 1997;

To be timely, such early procurement should occur in advance of the establishment of the GMP and the execution of the Construction Services Contract;

Once a Construction Services Contract is established, responsibility for the contract for early procurement of structural steel which is subject of this Amendment No. 1, would pass from the Personal Services Agreement to the Construction Services Agreement;

To accommodate the early procurement of structural steel; **THE PARTIES AGREE AS FOLLOWS:**

1. Contractor shall initiate a competitive procurement process for the early procurement of structural steel for the new Expo building project. The Request for Proposal (RFP) which is the subject of this procurement has been attached as Exhibit 1 to this Amendment.
2. Contractor and MERC shall review the proposals received. Contractor shall make a recommendation to MERC regarding the vendor or vendors to be selected based on ability to perform and cost. Contractor's recommendation shall include a cost in the event the early procurement contract is canceled (cancellation cost). This cost may be described as a range of costs depending on the timing of the cancellation. MERC shall, at its sole discretion, accept or reject Contractor's recommendation. In the event MERC determines to accept the recommendation, MERC shall issue a written Notice to Proceed to Contractor within two working days of receipt of such recommendation.
3. Upon receipt of such Notice to Proceed, Contractor shall immediately award and enter into contract(s) with the selected vendor or vendors for structural steel in accordance with the RFP.

4. In the event a Construction Services Contract for the construction of the new Expo Building is executed between MERC and Contractor, the Scope of Work for such Contract shall include the early procurement contract for structural steel. In the event a Construction Services Contract for the construction of the new Expo Building is not executed between MERC and Contractor, MERC shall reimburse Contractor for all cancellation costs related to the early procurement contract for structural steel. Such reimbursement shall occur within 30 days of receipt of invoice.

All other terms and conditions shall remain unchanged.

MERC

Hoffman Construction Co. of Oregon

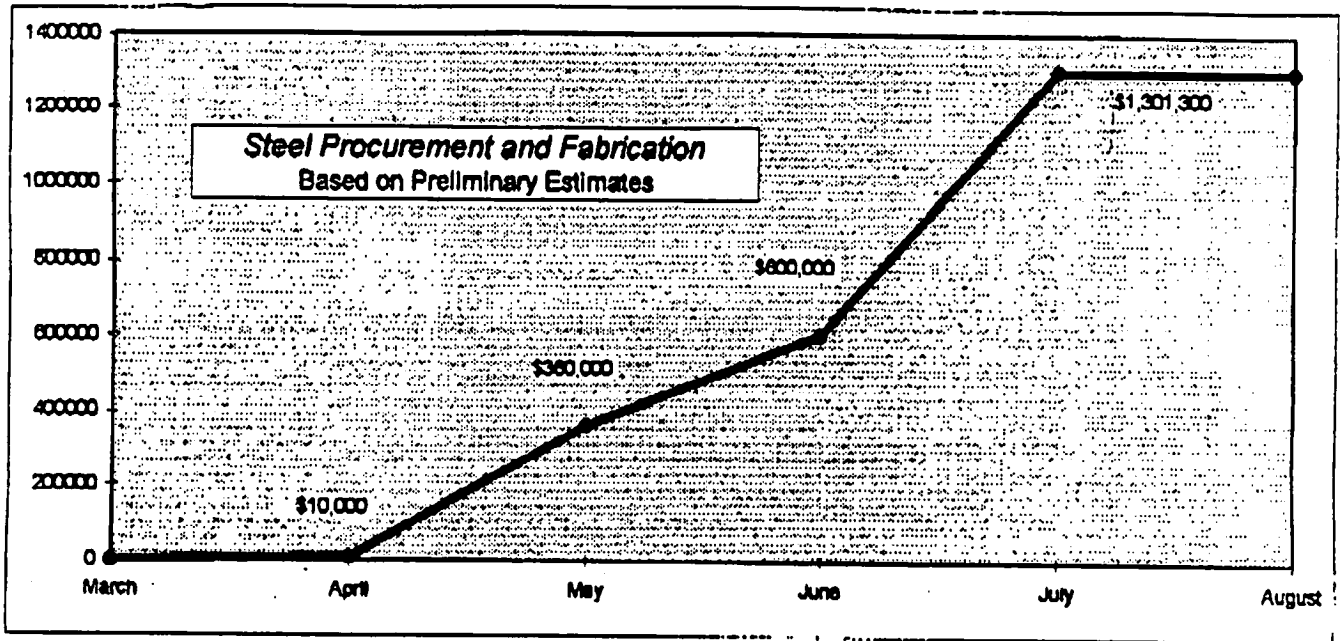
By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Hoffman Construction Company**  
**CASH FLOW PROJECTIONS - EXPO EXPANSION**  
**Steel Procure and Fabrication Termination**  
 Based on Preliminary Estimates



**Steel Procure and Fabrication Termination**  
**Detailed Breakdown**

<b>COMMITMENTS</b>							
Total Commitment 4/13/96		\$1,301,300					\$1,301,300
<b>CASH FLOW</b>							\$0
Detailing No Recovery Value		\$10,000	\$25,000	\$15,000			\$50,000
Steel Order @ \$400,000 Recovery Value if terminated			\$325,000 (\$162,500)	\$75,000 \$162,500			\$400,000 \$0
Fabrication @ \$851,300 No Recovery Value				\$150,000	\$701,300		\$851,300 \$0
Months Costs to End of Month	March	April	May	June	July	August	Totals
<b>TOTALS</b>	\$0	\$10,000	\$360,000	\$600,000	\$1,301,300	\$1,301,300	\$1,301,300

## Amendment No. 1

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HOFFMAN CONSTRUCTION COMPANY  
OF OREGON

MERC

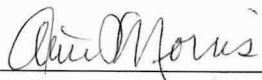
Signed:   
Wayne A. Drinkward

  
Chairman

Title: President

April 16, 1996  
Date

Date: April 15, 1996

  
Secretary/Treasurer

April 16, 1996  
Date

PERSONAL SERVICES AGREEMENT

Contract No. 914948

THIS AGREEMENT is by and between Hoffman Construction Company of Oregon, hereinafter referred to as "Contractor", and the Metropolitan Exposition-Recreation Commission, a metropolitan commission established by METRO to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to ORS 268 and the 1992 Metro Charter; hereinafter called MERC.

In exchange for the promises and other considerations set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective March 18, 1996 and shall remain in effect until and including April 1, 1997 unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the Request for Proposals (RFP), issued February 14, 1996, which is incorporated into this Agreement by reference, for work as described in said RFP, and any modifications of any of the foregoing in the form of Addenda or Change Orders in accordance with the Contract, for the Construction of a New Exhibition Building at the EXPO, 2060 N. Marine Drive, Portland, OR. All services and materials shall be provided by Contractor in accordance with the RFP and Proposal, in a competent and professional manner. To the extent that the RFP and Proposal contains additional contract provisions or waives any provision in the body of this Agreement, the RFP and Proposal shall control. To the extent that the RFP conflicts with the Proposal, the RFP shall control.
3. Payment. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and time(s) specified in the RFP and Proposal for a maximum sum not to exceed, as stated in the Proposal submitted in response to the RFP, twenty thousand dollars (\$20,000.00).

Insurance.

- a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
  - (2) Automobile bodily injury and property damage liability insurance.
- b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- c. MERC, Metro, Multnomah County, and their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to the additional insureds thirty (30) calendar days prior to the change or cancellation.
- d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Worker's Compensation Law shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers. Contractor shall provide MERC with certification of Worker's Compensation insurance

including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as an Exhibit, in lieu of the certificate showing current Worker's Compensation.

- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to MERC a certificate of this insurance, and thirty (30) calendar days' advance notice of material change or cancellation.

5. **Indemnification.** Contractor shall defend, indemnify and hold MERC, Metro, Multnomah County, and their agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, which are related in any way to Contractor's or its subcontractor's performance of this agreement, or by any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by MERC.
6. **Maintenance of Records.** Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after MERC makes final payment and all other pending matters are closed.
7. **Ownership of Documents.** All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of MERC, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents. The documents shall not be used by MERC or others on other projects unless the projects involve modifications in relation to the scope of this current project. Contractor retains the right to use images of the interior and exterior of the project in Contractor's professional and promotional materials.
8. **Project Information.** Contractor shall share all project information and fully cooperate with MERC, informing MERC of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of MERC.
9. **Independent Contractor Status.** Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out the Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.
10. **Right to Withhold Payments.** MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions or ORS 279.545-279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
13. Assignment. Contractor has been selected for its unique abilities, and therefore this Agreement may not, under any circumstances, be assigned or transferred by Contractor without MERC's express written consent.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor fourteen (14) calendar days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential; damages arising from termination under this section.
15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any provision.
16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

HOFFMAN CONSTRUCTION COMPANY  
OF OREGON

Signed: [Signature]

Title: President

Date: 3/15/96

MERC

[Signature]  
Chairman

3-19-96  
Date

[Signature]  
Secretary/Treasurer

3-19-96  
Date

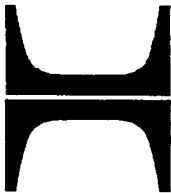
# Expo Center Expansion

Portland, Oregon

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**Bid Package: Fab & Deliver - Trusses & Joists**

**Request for Proposals**



**HOFFMAN CONSTRUCTION COMPANY  
OF OREGON**

1300 SW Sixth Avenue - PO Box 1300  
Portland Oregon 97207  
Tel 503/221-8811 - Fax 503/221-8934

**Bids Due: April 11, 1996**  
**2:00pm**

## **BID PACKAGE TABLE OF CONTENTS**

1. **Instructions and Special Provisions**
2. **Bid Package Clarifications**
3. **Schedule**
4. **Purchase Agreement**
5. **Subcontractor/Vendor Questionnaire**
6. **Proposal Form**
7. **Specifications & Drawings**

# INSTRUCTIONS AND SPECIAL PROVISIONS

Bid Package: Fab & Deliver - Trusses & Joists, Expo Center Expansion

Hoffman Job No: 96084

Bid Package Date: March 26, 1996

## **BID PACKAGE: Fab & Deliver - Trusses & Joists**

Hoffman Construction Company of Oregon is the Construction Manager/General Contractor selected for the Expo Center Expansion project and invites you to submit a Material Quotation as outlined herein. We are an equal opportunity employer and requests bids from all interested firms including disadvantaged, minority, women, disabled veterans and emerging small business enterprises.

### **BIDDING INFORMATION:**

Bids, utilizing the attached PROPOSAL FORM, must be delivered or faxed to arrive at our main office located at 1300 SW Sixth Avenue, Fourth Floor, Portland, Oregon, 97201, Telephone 503/221-8811, Fax 503/221-8934, no later than 2:00pm, April 11, 1996. Bids received after the bid deadline will not be considered. Bids must be complete and clearly labeled: "Bid Package: Fab & Deliver - Trusses & Joists, Expo Center Expansion".

A completed Subcontractor/Vendor Questionnaire must accompany your bid, unless it was previously submitted within the last 24 months.

After bids are received and consolidated, they will be opened in the presence of the Owner's Representative and evaluated. There will not be a public opening of bids.

### **SCOPE OF WORK:**

Lump sum pricing in strict compliance with the RFP and Bid Documents to fabricate and deliver trusses and joists, F.O.B. jobsite. This RFP does not include the balance of Steel (Columns & Beams) shown. This work will be issued at a later date.

#### **Provide the following information with your proposal:**

- Detailed Schedule of all Key Activities
- Fabrication Plan describing proposed methods of construction and transportation for maximizing the sizes of trusses and reducing field erection labor

Comply with American Institute of Steel Construction (AISC) Seismic Zone 3 requirements.

Connection details are to be based on the fabricator's chosen method of construction. Successful bidder will provide input to Engineer on the most workable connection details, whether welded or bolted.

Unless specified otherwise, paint primer shall be manufacturer's standard Dark Gray.

## BID PACKAGE CLARIFICATIONS

### BID PACKAGE: Fab & Deliver - Trusses & Joists

Listed below are requirements and clarifications on which to base your proposal:

1. **Specifications and Drawings:** This work is based upon specifications and drawings prepared by Yost Grube Hall / KPFF Consulting Engineers and including the following:
  - Specification Section - 01300 Submittals
  - Specification Section - 05120 Structural Steel
  - Specification Section - 05220 Open-Web Joists
  - Drawings - "Truss Procurement RFP 3/25/96" - Truss Elevation 11"x17"
  - Drawings - "Truss Procurement RFP 3/25/96" -Details, (7) Sheets 8-1/2"x11"
  - Drawings - "Roof Plan - S3" dated 03/19/96
2. **Availability of Bid Documents:** A design set of specifications and drawings is available for inspection at our main office located at 1300 SW Sixth Ave, Fourth Floor, Portland Oregon, 97201.
3. **Project Schedule:** The project schedule is attached hereto. Delivery of all material will be required no later than August 14, 1996. Earlier delivery schedules will be favorably considered in the bid evaluation process.
4. **Informalities/Award of Work:** Bidders are advised that Hoffman Construction Company reserves the right to waive any informalities in a bid and is not bound to award the work to the lowest bidder if it is not in the best interest of the Project.
5. **Purchase Agreement:** The bidder to whom the work is awarded will be required to execute a Purchase Agreement on Hoffman Construction Company's standard forms, copy attached.
6. **Performance & Payment Bonds:** Bidder may be required to provide Performance and Payment Bonds, each in the full amount of the Purchase Agreement. Cost of the bonds, if required, will be paid for by Hoffman Construction Company and should not be included in the Bid Proposal.
7. **Technical questions** should be directed to **Dave Myers, 503/221-8811.**
8. **Commercial Terms and Conditions** questions should be directed to **Dave Myers, 503/221-8811.**

If you have any questions, please contact our office.







**HOFFMAN CONSTRUCTION COMPANY**

OF OREGON  
 P.O. BOX 1300, 1300 SW SIXTH AVENUE  
 PORTLAND, OR 97207  
 TEL: (503) 221-8811 FAX: (503) 221-8934

**PURCHASE AGREEMENT**

DATE:  
 NUMBER:  
 COST CODE:  
 PAGE 1 OF 2

VENDOR:

PROJECT:  
 JOB NO.

The following attachments are herein  
 included as part of this

Purchase Agreement:	DATE	PAGES
"A" Project Requirements		
"B" Purchase Agreement Provisions	5/6/94	1
Bond Requirements: Yes No✓		

Phone:

Fax:

Vendor No:

**WITNESSETH**

Contractor has entered into a Contract with XXX (Owner) pertaining to the construction of the project above; and whereas, Contractor and Vendor desire to enter into this Agreement for Vendor's performance of a portion of the work called for by the Contract.

Therefore, for and in consideration of the promises and other good and valuable consideration and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

**ARTICLE 1 - THE WORK**

Vendor agrees to furnish all supervision, engineering, management, labor, tools, equipment, materials, supplies, facilities and financing and to secure all field measurements necessary to perform and to fully complete the following described work and all work incidental thereto. The term "Work" as used herein includes, without limitation, all of the aforesaid together with the following described work:

**SPECIFICATION SECTION:**

1.

**CLARIFICATIONS:**

1.

**Freight: F.O.B. Jobsite**

**Bills of Lading:** Vendor will furnish with each shipment of its materials a bill of lading sufficient in detail for an independent confirmation of materials shipped.

**ARTICLE 2 - THE PURCHASE AGREEMENT PRICE**

Contractor shall pay Vendor for the performance of the work, subject to additions and deductions modifications as provided in the contract documents, the total sum of ("THE PURCHASE AGREEMENT PRICE") which includes all taxes except those specifically excluded herein:

\$ \_\_\_\_\_  
 Retainage: 5%

See Article II, "Attachment B"

Both parties have read and understand this Purchase Agreement. This Purchase Agreement constitutes the entire agreement and understandings of the parties, and supersedes all prior proposals and agreements. The Contractor assumes no responsibility or representation made by any of its officers or agents or any other persons during or prior to the execution of this Purchase Agreement unless such understanding or representations are expressly stated herein. No provision of this Purchase Agreement may be waived or changed, except in writing by Contractor.

IN WITNESS WHEREOF, Contractor and Vendor have executed this agreement in duplicate by their proper officers or duly authorized agents.

VENDOR

HOFFMAN CONSTRUCTION COMPANY OF OREGON

BY: \_\_\_\_\_  
 SIGNATURE

BY: \_\_\_\_\_  
 Wayne Drinkward, President

BY: \_\_\_\_\_  
 NAME/TITLE

License Number: 28417

REVISED: 5/9/94

Vendor

Contractor

Accounting

Purchasing

Field

File

## ATTACHMENT "A" - PROJECT REQUIREMENTS

JOB:  
DATE:

Vendor will furnish work complete in strict accordance with the Plans and Specifications for the \_\_\_\_\_ as prepared by \_\_\_\_\_

This work includes without limitation all of the Specifications, and all General Conditions, Supplementary Conditions, and General Requirements of the Specifications as they apply to the work being performed under this Purchase Agreement.

**SUBMITTALS:** Vendor will furnish all submittals of shop drawings, product data, and samples as required in ample time to prevent any delay due to lack of approval.

**SCHEDULE:** Vendor will coordinate the schedule for the work contained herein with Contractor's Superintendent. Vendor recognizes that time is of the essence and will complete all work as scheduled to avoid delaying other work activities and the completion dates for the total project.

**MISCELLANEOUS PROVISIONS:** Vendor is apprised that extremely crowded conditions will exist at the jobsite. Vendor will coordinate its work with and obtain Contractor's job superintendent's prior approval of Vendor's schedule for delivery of its material on the jobsite.

### NONDISCRIMINATORY PROVISIONS

This Purchase Agreement is subject to the provisions of Executive Order 11246 (Equal Opportunity Clause, as amended; the regulations in 40 CFR 60-4 Equal Opportunity Clause); Executive Order 11701 (Job Openings for Veterans); 20 CFR, Sections 741.3 and 741.29, together with 20 CFR, Chapter VI 741 (Employment of Handicapped); and the Vietnam Era Veterans Readjustment Act of 1972, as amended.

Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Vendor will ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex or age. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

Vendor will send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the bidder's commitments under this section. The words "Equal Opportunity Employer" shall be used in all advertisements for employees.

Vendor will include the provisions as well as all other applicable portions of the Contract Documents, in every contract or purchase order issued by Vendor for goods or services required under this Purchase Agreement.

## ATTACHMENT "B" - PURCHASE AGREEMENT GENERAL PROVISIONS

- The work is to be fully completed and delivered to Contractor according to the terms and conditions of the Purchase Agreement, including the Purchase Agreement General Provisions, subject to additions and deductions for changes agreed upon or determined, as provided herein.
- I. The term "Contract" as used herein refers to all the General and Special Conditions, Drawings, Specifications, Addenda, Amendments, Modifications and all other documents forming or by reference made a part of the contract between Contractor and Owner. All of the aforesaid shall be considered a part of this Purchase Agreement by reference thereto and insofar as they do not conflict with the terms and conditions of this Purchase Agreement, they and each of them are hereby incorporated into this Purchase Agreement as fully and particularly as if copied verbatim herein. Vendor agrees to be bound to Contractor by the terms of the Contract, and any amendments thereto, insofar as they are applicable to the Work described herein and shall assume toward Contractor all the obligations and responsibilities that Contractor assumes toward Owner. Vendor certifies that it is fully familiar with all the terms and obligations of the Contract, that it is familiar with the location of the job site and existing job site conditions.
  - II. Partial payments will be made to Vendor each month in an amount of the value of the work completed less retainage, computed on the basis of the price herein set forth, of the quantity of the work performed hereunder, less the aggregate of the previous payments, but such partial payments shall not become due and payable to Vendor until five (5) days after Contractor receives payment for such work from the Owner. No partial payment to Vendor shall operate as approval or acceptance of material furnished hereunder. Upon complete performance of this Agreement by Vendor and final approval and acceptance of Vendor's materials by Owner, Contractor will make final payment to Vendor of the balance due under this Agreement.
  - III. Vendor will furnish all samples, brochures, shop drawings, color charts, schedules, and descriptive literature required for submission to the Architect or Engineer within ample time to allow for checking to prevent any delay due to lack of approval, and Vendor will furnish all copies of approved and corrected shop drawings required for distribution.
  - IV. Vendor shall pay any and all bills when due for all charges in connection with its work, and failure to do so shall constitute failure of performance under this Agreement. If required by Contractor, receipted bills and releases therefore showing payment in full shall be furnished by Vendor to Contractor prior to Contractor's payment of any and all sums to Vendor.
  - V. The term "failure of performance" as used herein includes but is not limited to failure to deliver shop drawings, samples and other data requested by Contractor and failure to begin the work hereunder when directed by Contractor. Vendor shall commence the work upon receipt of Contractor's notice to proceed and shall diligently prosecute the same in conformity with Contractor's progress schedule which Contractor may change from time to time for any reason. Vendor shall adjust its operations to conform to all such progress schedule changes and hereby releases and discharges Contractor from any liability for damages or expenses which may be sustained by Vendor by reason of any such changes or by reason of delays in the work.
  - VI. Vendor shall indemnify and save harmless Contractor and its officers, agents, servants and employees from and against any and all claims, loss damage, liability, cost, charge or expense directly or indirectly resulting from, or arising out of, the performance of, or failure to perform the work covered by this Agreement. Vendor hereby indemnifies and saves Contractor harmless from any and all claims, loss, damage, liability, cost, charge or expense directly or indirectly arising out of this Agreement which may be caused or claimed to be caused by an act of negligence of Vendor and/or its officers, agents, servants and employees.
  - VII. Insofar as the same are applicable to the work described herein, Vendor agrees to be bound to Contractor by the terms of the Contract, and any amendments thereof. In particular, but without limitation, Vendor agrees that the determination of any disputed question made pursuant to the Contract shall be binding upon Vendor, and all provisions of the Contract with respect to the termination thereof shall be binding upon Vendor.
  - VIII. At any time before completion and final acceptance of the work, Contractor shall have the right to order in writing the omission or addition of work, or order changes or alterations in the work required to be performed by Vendor, and fair deductions or increases shall be made in price for such omissions, additions, changes or alteration; but no such omissions, additions, changes or alterations shall be made by Vendor, or paid for by Contractor, unless and until authorized by Contractor in writing before the commencement thereof. Such omissions, additions, changes or alterations, and appropriate increases or decreases in the Purchase Agreement price will be made by the issuance of a written Purchase Agreement Modification executed by the Contractor. If Vendor objects to or otherwise disagrees with such Purchase Agreement Modification, Vendor shall so notify Contractor in writing within ten (10) days of the date of such modification, submitting with such notification a claim of equitable adjustment. If Vendor fails to so notify the Contractor such modification becomes final and accepted by Vendor and becomes part of the Purchase Agreement between the parties.
  - IX. If Contractor so requires, Vendor shall obtain and furnish to Contractor and maintain in effect during the life of this Agreement a surety bond in form and with sureties acceptable to Contractor, and in an amount equal to the Agreement price, conditioned upon and covering the faithful performance of and compliance with all of the terms, provisions and conditions of the Agreement. The cost of this surety bond will be paid by Contractor direct to Subcontractor's insurance broker.
  - X. Vendor shall guarantee its work to the same extent that Contractor is obligated to guarantee its work under the Contract, but in any event shall guarantee its work against all defects in materials or workmanship for a period of one year from the date of final acceptance of the Project by Owner.
  - XI. In the event Vendor shall at any time when this Agreement is in effect be adjudicated bankrupt, make an assignment for the benefit of creditors, commit any act of insolvency, or fail to pay promptly when due all bills and charges for labor, materials, and rental of equipment used in the performance of this Agreement, or required by this Agreement to be paid, and/or in the event of Vendor's failure to perform promptly each and every obligation required hereunder, Contractor, upon mailing a written notice to Vendor, may take over the work or any separable part thereof, and complete the same, or have same completed at Vendor's expense, and in taking over Contractor shall have the right, for the purpose of completing the work hereunder, to take possession of all drawings belonging to Vendor, and for such purpose this Agreement shall be construed as an assignment by Vendor to Contractor of said drawings. Such taking over shall not constitute or be construed as a waiver by Contractor of any action, claim or demand Contractor may have against Vendor by reason of injury or damage resulting to Contractor because of Vendor's failure of performance hereunder. It is agreed that in the event of such taking over by Contractor, Vendor shall pay to Contractor, a sum equal to Contractor's total cost of completing the work, plus a sum of reasonable attorney's fees in taking over and completing the work. In no event shall any delay in performance hereunder by Vendor be excused unless (and then to the extent only) such delay is excused by Owner in respect to Contractor's obligations under its Contract.
  - XII. Vendor agrees to comply with all applicable federal, state and local laws, regulations, ordinances, and orders and to promptly pay when due all taxes and contributions to trust funds. Contractor may require certificates from federal, state, local or private bodies showing that all obligations are current and not delinquent and, in the event Contractor is held liable to pay any such taxes or contributions, Vendor agrees to supply Contractor with all records necessary to compute the same and to fully reimburse Contractor upon demand for the amount (including penalties and interest) paid by Contractor, and Contractor shall have the right to deduct any amount so paid from any sums due Vendor hereunder.
  - XIII. Vendor agrees to pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of Vendor under this Agreement; and to save Contractor harmless from loss, cost or expense on account of such use or infringement by Vendor.
  - XIV. Vendor agrees to accept and be subject to all terms and conditions of the various labor agreements entered into by Contractor or on Contractor's behalf, applicable to the work herein undertaken. Copies of such agreements and commitments are available upon request.
  - XV. If any provision herein is inconsistent with Contractor's Contract with the Owner, or with the drawings or specifications, the specific provision herein shall govern.
  - XVI. All claims by Vendor against Contractor for damage to the work alleged to have been caused by Contractor, or for any addition to the Agreement price, must be presented to Contractor in writing within thirty (30) days after the damage was inflicted or Vendor allegedly became entitled to the addition.
  - XVII. Should any provision of this Agreement now or at any time during the term hereof be in conflict with any federal, state or municipal law, regulation or the like, or any applicable judicial decision, then such provision shall continue in full effect only to the extent permitted. In the event any provision of this Agreement is thus held inoperative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
  - XVIII. A waiver by Contractor of any breach or violation by Vendor of any provision hereof or of the Contract, shall not constitute a waiver of any further or additional breach of such provision or of any other provision. No provision of this Agreement, including the foregoing general provisions, may be waived by Contractor except in writing, and this Agreement may only be amended by written agreement of Contractor and Vendor.
  - XIX. (a) All claims, disputes and other matters arising out of relating to this Purchase Agreement, or the breach thereof, involving the Owner, whether brought by Owner and Contractor against Vendor, or Vendor against Contractor and Owner, shall be decided by the disputes procedures set forth in the Contract, all to the end that wherever reasonable all disputes of a multi-party nature shall be resolved in a single procedure. Vendor and its surety shall be bound by all determinations made in accordance with such disputes procedure.  
(b) With respect to claims by Vendor on account of acts or omissions of Owner, or its representatives, Vendor shall not be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive from Owner on account of Vendor's claims. Vendor shall accept such amount, if any, as full discharge for such claims.  
(c) Notwithstanding paragraph (b) of this Section, if Contractor is offered a settlement of any claim by Vendor on account of the acts or omissions of the Owner or its representatives, Contractor, after so advising Vendor, shall have the right to settle such claim, and if the settlement involves claims of both Contractor and Vendor and Owner's settlement does not apportion the monies to be paid to each of them, Contractor shall determine the amount to be paid, if any, to Vendor. Such decision shall be final, unless submitted to arbitration by Vendor in accordance with paragraph (d) below.  
(d) Should a dispute arise between Vendor and Contractor or another subcontractor or supplier relating to this Purchase Agreement and such dispute is not controlled or determined by the above paragraphs of this Section or other provisions of this Purchase Agreement, then said dispute shall be settled by Contractor's written decision. Such written decision shall be conclusive and shall be final and binding on Vendor and its surety unless Vendor within thirty (30) days following the receipt of such written decision shall file a demand for arbitration in accordance with the then current rules of the construction industry arbitration rules of the American Arbitration Association. If such demand is filed, then the dispute shall be decided in accordance with such rules, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable and the arbitration decision shall be final and binding as between Contractor and Vendor and its surety. If arbitration is conducted involving Owner, Contractor or any other party concerning or in any way relating to responsibility under this Purchase Agreement; any dispute relating to the Work required or alleged to be required herein; or Vendor; then in any of these events, Vendor expressly agrees to a consolidated or joint arbitration, if and as called for by Contractor.  
(e) Vendor shall proceed diligently with the Work pending final determination of any dispute or claim.  
(f) The provisions of this Section shall survive the completion or termination of this Purchase Agreement.  
(g) If Vendor's work is the subject matter of an arbitration, or other dispute procedure, between Owner, Contractor and Vendor, Contractor shall permit the Vendor to be present and to submit evidence in such proceedings involving its rights, and to be entitled to its own legal counsel, if desired, at the sole cost and expense of Vendor.

**SUBCONTRACTOR / VENDOR  
QUESTIONNAIRE**

Send replies to: Hoffman Corporation  
P.O. Box 1300  
Portland, Oregon 97207  
Attention: Dave Myers

**1. Organization General Information:**

Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Post Office Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Key Contact for Bidding: \_\_\_\_\_

**2. License Information:**

TYPE OF LICENSE OR WORK LICENSED FOR	STATE	LICENSE NUMBER

**3. Organization of Business:**

This firm is a:                     Corporation                     Partnership                     Sole Proprietor  
Date founded: \_\_\_\_\_ If Corporation, State of Incorporation: \_\_\_\_\_

Names and Titles of Officers or Principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your firm currently certified as a M/W/D/ESB?                    Yes, Certification number: \_\_\_\_\_

How many years has your firm been in business? \_\_\_\_\_

How many years has your firm been in business under its present business name? \_\_\_\_\_

Under what other or former names has your firm operated? \_\_\_\_\_

Is your firm owned or controlled by any other organization? \_\_\_\_\_

List any other organizations or subsidiaries owned or controlled by your firm or its officers: \_\_\_\_\_

\_\_\_\_\_

Annual Dollar Volume (Last Three Years):

19\_\_\_\_, \$ \_\_\_\_\_; 19\_\_\_\_, \$ \_\_\_\_\_; 19\_\_\_\_, \$ \_\_\_\_\_

Preferred Job Cost Range: \$ \_\_\_\_\_

**4. Bidding Interest:**

Type of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

States and/or Countries: \_\_\_\_\_  
\_\_\_\_\_

List trades normally performed by your own forces or items normally furnished by your firm:  
\_\_\_\_\_  
\_\_\_\_\_

On the CSI listing attached (Attachment "A"), please indicate classifications your firm intends to bid.

**5. Experience:**

Complete the attached Resume of Work Performed Questionnaire (Attachment "B") or attach a substantially similar report for major projects completed within past five years.

Identify projects completed within the last five years with a Design/Build or Guaranteed Maximum Price contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this organization, or any other organization with which the officers or partners were involved during the past five years ever failed to complete any work awarded to them? ( ) No ( ) Yes - If Yes, Explain:

\_\_\_\_\_  
\_\_\_\_\_

Has your firm ever failed to complete any work awarded to it? \_\_\_\_\_

Has your firm ever been involved in any bankruptcy or reorganization proceedings? \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers? \_\_\_\_\_

Has your firm filed any law suits, or requested arbitration or mediation with regard to construction contracts within the last five years? \_\_\_\_\_

**6. Labor and Labor Relations (Office and Field):**

This company is signatory to union labor agreements: ( ) Yes ( ) No

**10. References (include name, address and telephone numbers for all references):**

Bank Reference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bonding Reference:

Bonding Company: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Bonding Capacity: \_\_\_\_\_ Last Bond Premium (%): \_\_\_\_\_  
Date, amount and type of last bond issued: \_\_\_\_\_

Trade Credit References:

A) \_\_\_\_\_  
B) \_\_\_\_\_  
C) \_\_\_\_\_

**11. Financial Information:**

Complete the abbreviated financial information below:

Current Assets	\$	_____	
Fixed Assets	\$	_____	
Other Assets	\$	_____	
TOTAL ASSETS			\$ _____
Current Liabilities	\$	_____	
Long Term Liabilities	\$	_____	
TOTAL LIABILITIES			\$ _____
NET WORTH			\$ _____

Date of latest Certified Balance Sheet: \_\_\_\_\_ prepared by \_\_\_\_\_

Is the latest Certified Balance Sheet available on request? \_\_\_\_\_

Is the above information for the identical organization named on page 1 of this document? \_\_\_\_\_

If not, please explain the relationship and financial responsibility of the organization whose information is provided: \_\_\_\_\_  
\_\_\_\_\_

**12. Additional Information:**

Please list any additional information that you feel will help us determine your qualifications and expertise of your firm as they will apply to this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This prequalification questionnaire was completed by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



If YES:

TRADE AGREEMENT WITH	EXPIRES	TRADE AGREEMENT WITH	EXPIRES

Current Number of Employees:

TYPE	TOTAL	UNION (Yes/No)
Field Employees		
Shop Employees		
Office Employees		N/A

**7. Complete if applicable:**

Location of Fabrication Shops: \_\_\_\_\_  
\_\_\_\_\_

Indicate Approval For Code Work (API, ASME, TEMA, etc.): \_\_\_\_\_  
\_\_\_\_\_

**8. Product Distribution:**

List of manufacturers for whom you are a licensed distributor and/or products that you manufacture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Safety Data and Record:**

List your Worker's Compensation Interstate Experience Modification Rate for the most recent three years:

19\_\_\_\_, Rate: \_\_\_\_\_ 19\_\_\_\_, Rate: \_\_\_\_\_ 19\_\_\_\_, Rate: \_\_\_\_\_

Who is responsible for safety at your company? \_\_\_\_\_

What is their Title and Experience? \_\_\_\_\_

Do your company have a written safety program? ( ) Yes ( ) No

Does your company have a written drug policy? ( ) Yes ( ) No

How many manhours did your employees work last year: \_\_\_\_\_

Number of recordable accidents: \_\_\_\_\_

Number of lost workday cases: \_\_\_\_\_

Number of restricted workday cases: \_\_\_\_\_

## Attachment "A" - CSI Classifications

*Please indicate classifications your firms intends to bid:*

✓	01700	Construction Cleaning	✓	09200	Lath and Plaster
	02050	Demolition		09250	Drywall
	02200	Earthwork		09300	Tile
	02355	Pile Driving		09400	Terrazzo
	02510	Asphaltic Concrete Paving		09510	Acoustical Ceilings
	02525	Extruded Concrete Curbs		09550	Wood Flooring
	02580	Pavement Markings & Bumpers		09650	Resilient Flooring
	02600	Site Utilities		09680	Carpet
	02830	Fences & Gates		09800	Special Coatings
	02800	Site Concrete		09900	Painting
	02900	Landscaping		09950	Wall Coverings
	03000	Concrete - Structural & C-I-P		10100	Visual Display Boards
	03100	Concrete Formwork		10160	Metal Toilet Compartments
	03200	Reinforcing Steel		10200	Louvers and Vents
	03450	Arch Precast Concrete		10260	Wall and Corner Guards
	04200	Masonry		10270	Access Flooring
	04400	Stone		10400	Signs
	05120	Structural Steel		10500	Lockers
	05210	Steel Joists & Girders		10520	Fire Extinguishers and Cabinets
	05310	Steel Deck		10650	Operable Partitions
	05500	Metal Fabrications		10800	Toilet and Bath Accessories
	05700	Ornamental Metals		11130	Projection Screens & A-V Equip
	05810	Expansion Joint Cover Assemblys		11160	Loading Dock Equipment
	06100	Rough Carpentry		11400	Food Service Equipment
	06200	Finish Carpentry		12500	Window Treatment
	06400	Arch Woodwork		13000	Cleanroom Construction
	07100	Waterproofing & Dampproofing		13120	Metal Building Systems
	07210	Building Insulation		14200	Elevators
	07240	Exterior Insulation & Finish System		15000	Mechanical - Plumbing and HVAC
	07250	Fireproofing		15300	Fire Protection
	07270	Fire Stopping		15950	Controls
	07400	Manufactured Roofing and Siding		15990	Testing, Adjusting and Balancing
	07500	Roofing		16000	Electrical
	07570	Traffic Coatings		16720	Security & Alarm Systems
	07600	Flashing & Sheet Metal		16740	Tel/Data Wiring & Systems
	07700	Roof Specialties and Accessories			
	07800	Skylights			
	07920	Sealants & Caulking			
	08100	Steel Doors and Frames			
	08210	Wood Doors			
	08330	Coiling Doors and Grilles			
	08410	Alum Entrances & Storefronts			
	08710	Door Hardware			
	08800	Glass and Glazing			



# PROPOSAL FORM

To: Hoffman Construction Company of Oregon  
1300 SW Sixth Ave, Fourth Floor  
P.O. Box 1300 97207  
Portland, OR 97201

Project: Expo Center Expansion  
Hoffman Job No: 96084  
Portland, Oregon

## Bid Package: Fab & Deliver - Trusses & Joists

Bidder's Name: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Specification Section(s) \_\_\_\_\_

Pursuant to and in compliance with the RFP documents and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment and material, FOB jobsite, to perform all work as required and in strict accordance with Subcontract Documents as follows:

1. LUMP SUM PRICE - TRUSSES & TRUSS DIAGONAL BRACING: \$ \_\_\_\_\_  
DELIVERY SCHEDULE - TRUSSES: \_\_\_\_\_
2. LUMP SUM PRICE - JOISTS: \$ \_\_\_\_\_  
DELIVERY SCHEDULE - JOISTS: \_\_\_\_\_
3. ATTACH - Detailed Schedule of all Key Activities
4. ATTACH - Fabrication Plan describing proposed methods of construction and transportation for maximizing the sizes of trusses and reducing field erection labor

TERMINATION COST SCHEDULE - Should the Owner elect to Terminate this Project, the following termination costs will be incurred:

- A. Termination costs to cancel on or before 05/01/96 \$ \_\_\_\_\_
- B. Termination costs to cancel between 05/02/96 and 05/15/96 \$ \_\_\_\_\_
- C. Termination costs to cancel between 05/16/96 and 06/01/96 \$ \_\_\_\_\_
- D. Termination costs to cancel between 06/02/96 and 06/15/96 \$ \_\_\_\_\_
- E. Termination costs to cancel between 06/16/96 and 07/01/96 \$ \_\_\_\_\_
- F. Termination costs to cancel between 07/02/96 and 07/15/96 \$ \_\_\_\_\_

**Proposal Form/Page 2**  
**Project: 96084, Expo Center Expansion**  
**Bid Package: Fab & Deliver - Trusses & Joists**

1. The undersigned acknowledges receipt of the following Addendum to the RFP and/or specifications:

Addendum Number:	Dated:

- 2. Is your firm a certified MBE, WBE, DBE, or ESB? No \_\_\_\_\_ Yes \_\_\_\_\_; Cert # \_\_\_\_\_
- 3. Percentage amount of Base Bid participation by MBE, WBE, DBE or ESB firms: \_\_\_\_\_ %
- 4. Bidder (is ) (is not ) a resident bidder of the State of Oregon. If bidder is a resident of another state, specify state of residency: \_\_\_\_\_.

**Proposal submitted by:**

Name and Address of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signed By (please print)

\_\_\_\_\_

Date: \_\_\_\_\_

Signed:

\_\_\_\_\_