



# MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS  
ROOM 605, COUNTY COURTHOUSE  
1021 S.W. FOURTH AVENUE  
PORTLAND, OREGON 97204

GLADYS McCOY	•	Chair	•	248-3308
PAULINE ANDERSON	•	District 1	•	248-5220
GRETCHEN KAFOURY	•	District 2	•	248-5219
RICK BAUMAN	•	District 3	•	248-5217
	•	District 4	•	248-5213
JANE McGARVIN	•	Clerk	•	248-3277

AGENDA OF  
MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
FOR THE WEEK OF  
June 26 - 30, 1989

Tuesday, June 27, 1989 - 9:30 AM - Planning Items . . . Page 2  
Tuesday, June 27, 1989 - 1:30 PM - Informal Meeting . . Page 3  
Thursday, June 29, 1989 - 9:30 AM - Formal. . . . . Page 4

Tuesday, June 27, 1989 - 9:30 AM

Multnomah County Courthouse, Room 602

1. Public Hearing - Case CU 6-89 - Review the Planning Commission decision of May 8, 1989, Approve, subject to conditions, conditional use request for Phases I and II of the request to remove and sell clay material from the subject property, for property located at 14545 NW St. Helens Road - Scope of Hearing - On the Record, 10 minutes per side
- C 1-88 MULTNOMAH COUNTY PERIODIC REVIEW - The Planning Staff will discuss with the Board the June 9, 1989 response from the Department of Land Conservation and Development Commission on the County's Proposed Periodic Review Order. A schedule for future action on the Final Periodic Review Order will be discussed and the hearing on Periodic Review will be continued.

Tuesday, June 27, 1989 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL

1. Informal Review of Bids and Requests for Proposals:  
a) Asphalt Concrete Pavement Overlay
2. Presentation of Internal Audit Report (IAR #1-89) - The Office of the Public Guardian/Conservator needs to improve services to its clients and to the community - Daniel A. Ivancie
3. Review and Recommendations regarding 1988/89 Citizen Involvement Committee Program - Merlin Reynolds and John Miller - Requested Time Certain 1:30 PM
4. Informal Review of Formal Agenda of June 29, 1989

PUBLIC TESTIMONY WILL NOT BE TAKEN AT INFORMAL MEETINGS

Thursday, June 29, 1989, 9:30 AM

Multnomah County Courthouse, Room 602

Formal Agenda

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 Orders accepting Deeds for Road Purposes from the following:
- a) Leo P. and Phyllis Kahn, Paul and Jean Wycoff, and Dean R. and Janet Browning - SE 223rd Avenue
  - b) Gresham Associates Limited Partnership - SE Hall Road
  - c) Anton Hager - Pounder Road
  - d) Gregory A. and Cherie G. Sprando - Charlton Road
  - e) Anton Hager - Evans Road
  - f) Robert W. and Carol M. Johns - SE 242nd Drive

BOARD OF COUNTY COMMISSIONERS

- C-2 In the matter of referring Petition for Vacation of a Public Road #4977 (for vacation of a portion of Spring Avenue) to the Department of Environmental Services for investigation and Report

REGULAR AGENDA

DEPARTMENT OF GENERAL SERVICES

- R-3 Resolution in the Matter of the Adoption of the 1989-90 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1989, to June 30, 1990, and Making the Appropriations thereunder, Pursuant to ORS 294.435
- R-4 Resolution in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon, for Fiscal Year 1989-90

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and reconvene as the Governing Body of the Dunthorpe Riverdale Service District No. 1

- R-5 In the matter of the Adoption of the 1980-90 Budget of Dunthorpe Riverdale Service District No. 1, Multnomah County, Oregon, for the Fiscal Year July 1, 1989 to June 30, 1990



- R-6 In the matter of Levying Taxes for Dunthorpe Riverdale Service District No. 1, Multnomah County, Oregon, for the Fiscal Year, July 1, 1989 to June 30, 1990
- (Recess as the Governing Body of the Dunthorpe Riverdale Service District and reconvene as the Governing Body of the West Hills Service District No. 2
- R-7 In the matter of the Adoption of the 1989-90 Budget of West Hills Service District No. 2, Multnomah County, Oregon, for the Fiscal Year July 1, 1989 to June 30, 1990
- (Recess as the Governing Body of the West Hills Service District and reconvene as the Governing Body of the Central County Service District No. 3
- R-8 In the matter of the Adoption of the 1989-90 Budget of Central County Service District No. 3, Multnomah County, Oregon, for the Fiscal Year July 1, 1989 to June 30, 1990
- (Recess as the Governing Body of the Central County Service District and reconvene as the Governing Body of the Mid-County Service District No. 14
- R-9 In the matter of the Adoption of the 1989-90 Budget of Mid-County Service District No. 14, Multnomah County, Oregon, for the Fiscal Year July 1, 1989 to June 30, 1990
- (Recess as the Governing Body of the Mid County Service District and reconvene as the Board of County Commissioners)

DEPARTMENT OF HUMAN SERVICES

- R-10 In the matter of ratification of an Intergovernmental Agreement with State Community Services for \$662,463 in various weatherization funds which have been reallocated by SCS as a result of the inability of Metropolitan Community Action and Human Solutions, Inc. to expend these funds prior to March 31, 1989, providing for carryover of certain funds into FY 1989-90, and adds Training and Technical Assistance funds which were to be expended prior to March 31, retroactively to January 1, 1989
- R-11 In the matter of ratification of five amendments to contracts with State Community Services providing for various State Community Services funds in the amount of \$35,656 for use on a County wide basis as follows:
- a) LIEAP Administration - \$19,313
  - b) LIEAP Program - (\$284,606) - County only monitors allocation of funds to eligible clients, not disbursement
  - c) Migrant - \$10,000
  - d) State Homeless Assistance Program - \$6,343
  - e) State Homeless Assistance Program - reimbursement

- R-12 In the matter of ratification of an intergovernmental agreement with State Community Services for \$38,878 in Oregon Partners in Energy/Stripper Well funds to provide an Energy Education Project on a county wide basis for period December 1, 1988 to November 30, 1989, and approving an amendment to add a specified reporting requirement to the original contract
- R-13 In the matter of ratification of an intergovernmental agreement with State Community Services for Petroleum Violation Escrow funds in the amount of \$100,000 for use during the period June 1 to September 30, 1989, to provide a Summer Youth Employment Program on a County wide basis
- R-14 Budget Modification DHS #70 reflecting additional revenues in the amount of \$28,897 from State Community Services to Director's Office, Materials & Services, and \$202 in County Indirect Costs, to reflect new FY 88-89 revenues from SCS contract and rebated weatherization funds from utility companies
- R-15 In the matter of ratification of an Intergovernmental Agreement with State Community Services for Community Services Block Grant funds in the amount of \$176,362 for use in the City service area to provide emergency/community services during the period January 1 through June 30, 1989
- R-16 In the matter of ratification of an Intergovernmental Agreement with the Oregon Health Sciences University whereby the University will continue to provide physicians for \$120 per half day clinics at County's TB clinic for period July 1, 1989 through June 30, 1990
- R-17 In the matter of ratification of an Intergovernmental Agreement with the Oregon Health Sciences University whereby the University will continue to provide: physician advice to emergency medical technicians; trauma hospital availability; ambulance personnel updates, in-service training for paramedics, and coordination of in-service training with other hospitals for period July 1, 1989 through June 30, 1990
- R-18 In the matter of ratification of an Intergovernmental Agreement with the Oregon Health Sciences University whereby the University will continue to provide dental care for low income County residents, for period July 1, 1989 through June 30, 1990

- R-19 In the matter of ratification of an intergovernmental revenue agreement with State of Oregon Adult and Family Services whereby State will reimburse the County for dental services provided to Title 19 clients for period July 1, 1989 through June 30, 1990
- R-20 Budget Modification DJS #71 making an appropriation transfer in the amount of \$61,000 within Health Services from Personal Services (salary savings in Disease Control and Corrections Health) to Corrections Health, Professional Services, to cover project outside referral expenses
- R-21 In the matter of ratification of a renewal agreement with the City of Portland whereby County will continue to carry administrative responsibility for the Area Agency on Aging (Aging Services Division) during FY 89-90
- R-22 In the matter of ratification of three renewal intergovernmental agreements with the City of Portland to help fund CHIERS, Youth and Homeless shelter services in the amounts of \$35,000, \$79,000 and \$52,000 respectfully for FY 89-90
- R-23 Budget Modification DHS #72 making two appropriation transfers within Social Services to cover projected emergency hold costs for which the County is mandated to pay under ORS 426: a) \$263,574 transferred from MED Contracts budget due to savings in the Capitation Project; b) \$153,017 transferred from General Fund Contingency to supplement State Funds

DEPARTMENT OF JUSTICE SERVICES

- R-24 In the matter of ratification of a contract between the Oregon Traffic Safety Commission and Sheriff's Office for traffic safety project designed to combat drinking driving for period April 1, 1989 to September 30, 1989
- R-25 In the matter of ratification of a contract with Mt. Hood Community College to provide GED instruction for inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail, for period July 1, 1989 through June 30, 1990
- R-26 In the matter of ratification of a contract with Portland Community College to provide GED testing for inmates at the Multnomah County Correctional Facilities, for period July 1, 1989 through June 30, 1990

- R-27 In the matter of ratification of a contract with Portland Community College to provide GED instruction for inmates within the Multnomah County Correctional Facilities, for period July 1, 1989 through June 30, 1990
- R-28 In the matter of ratification of an Intergovernmental Agreement with the City of Wood Village for supplemental patrol services for FY 1989-90

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-29 In the matter of ratification of an intergovernmental agreement with the City of Troutdale, for the purpose of improving the shoulder on NE Troutdale Road between Stark and Cherry Park Road for bicyclists
- R-30 In the matter of approving a private sale of vacant land on SE Caruthers and SE 66th Avenue
- R-31 In the matter of approving a private sale of vacant land above SW Kelly Way
- R-32 Order in the Matter of the Distribution of Proceeds from the Sale of Tax Acquired Properties for the Period December 1, 1988 through May 31, 1989
- R-33 Hearing in the matter of hearing objections to, and remonstrances against, the proposed relocation, widening and establishment of SE 242nd Avenue in the vicinity of Johnson Creek
- R-34 Order in the Matter of the Vacation of NE 123rd Place from NE Halsey Street to NE Wasco Street, Vacation No. 4973 (sets June 29, 1989 at 9:30 AM in Room 602, County Courthouse as time and place for hearing; and directs County Engineer to provide notice of hearing to adjacent property owners)

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:  
Thursday, 10:00 PM, Channel 11 for East and West side subscribers  
Friday, 6:00 P.M., Channel 27 for Rogers Multnomah East subscribers  
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

DATE SUBMITTED

(For Clerk's Use)

Meeting Date

Agenda No.

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: CIC Semi- Annual Report

Informal Only\* 27 June 1989  
(Date)

Formal Only

(Date)

DEPARTMENT Citizen Involvement Committee DIVISION

CONTACT Merlin Reynolds

TELEPHONE

248-3450

\*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD John Miller & Merlin Reynolds

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Review the activities and recommendations of the 1988-89 Citizen Involvement Committee program, and identify possible future projects for 1989-90.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

☒

INFORMATION ONLY

☐ PRELIMINARY APPROVAL

☐

POLICY DIRECTION

☐

APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 20 minutes (Request time certain of 1:30).

IMPACT:

☐

PERSONNEL

☐

FISCAL/BUDGETARY

☐

General Fund

☐

Other

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

BUDGET / PERSONNEL

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts)

OTHER

(Purchasing, Facilities Management, etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

# Multnomah County Citizen Involvement Committee Annual Report 1988-89

presented to Board of County Commissioners

*June* July 27, 1989

by John Miller, Dennis Payne, Merlin Reynolds

## CIC Mission & Goals

To advocate for timely citizen involvement in the Multnomah County governing process and to facilitate communication between county government and citizens.

- *To inform* citizens concerning citizen involvement in Multnomah County.
- *To create* meaningful citizen involvement opportunities in Multnomah County government.
- *To integrate* citizens into the decision making processes of Multnomah County government.

## Proposed Report Cycle

In November, the chair gives a report to the Board of County Commissioners on current projects and priorities. In June, the out-going chair gives a summary of past year's work and introduces new chair. The new executive committee works toward the September workshop where priorities and projects are assessed for the new year.

## Report Contents

Membership  
vacancies.

Past and present members of the CIC, current

NACo Award  
achievement.

The CIC program won a national award for

Executive Committee

Office of Citizen Involvement

Legal Opinions, 1988-89 The CIC sought two opinions from county counsel.

Projects

County Visions involved hundreds of citizens, county-wide.

Central Budget Advisory Committee reviewed dedicated funds & departmental budgets.

County *Conduit* introduced new format, July, 1988.

Volunteer Recognition Ceremony

Summer Projects

Fair Booth moves to Neighbor Fair

Computer Bulletin Board

George Muir Citizen Participation Conference, to be held November 1989

## National Association of Counties Achievement Award

The Executive Director and Chair summarized the CIC program for entry into the NACo Achievement Award contest. We won! The entry describes our program particularly well, so it will be included here (2+ pages) for distribution to the public. Evidently, we may also achieve some notariety:

"During the next year, you may receive calls from other counties interested in implementing a program similar to yours." -- from the congratulatory letter

Should any counties inquire, we will send a packet containing this annual report, our ordinances, publications, citizen handbook, service directory, and office budget. We may also travel to the NACo Conference to receive our award in July, 1989.

The above will be replaced by a background paragraph, followed by our entry text:

ABSTRACT (100 words)

PROBLEM/CONCERN (3 paragraphs)

SOLUTION (3 paragraphs)

COUNTY ROLE (2 paragraphs)

COSTS (paragraph)

RESULTS ("performance" numbers)

## CIC Membership

### Seven Left during 1988-89

Ann Porter, served 4 years, was first CIC Chair.

Mark Williams, served 4 years, was third CIC Chair.

Kieth Loeffler, served 3 years, 3 months.

George Muir, served 3 years, resigned for health, died, March, 1989.

Lianne Thompson, served 2 years, 3 months, resigned to serve on state board.

Scott Holzem, served 1 year six months, moved out of state.

Alex Pierce, served 9 months, resigned to care for a family member.

### Seven Joined

Chris Wrench, Carol Canning, Karma Sweet, Vivian Starbuck, Mary Schick, and Michael Schultz. Alex Pierce joined in July, 1988, but had to resign in February.

### Five Vacancies

North Portland Citizens (2), Central Northeast Neighbors (2), East of 181st (one). We will visit these groups to promote the CIC and to call for nominees. Perhaps the East-of-181 position can be from Gresham.



## Executive Committee, 1988-89.

John Miller, Chair      Dennis Payne, Vice Chair & Chair of CBAC  
Robert Luce, Secretary Sara Lamb, Treasurer & Chair of County Visions  
Merlin Reynolds, Executive Director.

The Executive Committee set the monthly CIC agenda & selected speakers: Linda Peters (Washington County Committee for Citizen Involvement), Ardis Stevenson (Clackamas County Citizen Involvement Advisory Committee), Terry Nelsen (Common Cause), Fred Neal (County's legislative agenda), Jack Horner (county strategic planning), Commissioner Bauman (CIC/Board liaison), Ethan Seltzer (urban growth boundary review).

The Executive Committee acted on a wide range of items. We planned our fall workshop, appointed chairs of CIC project sub-committees, tracked CIC projects, tracked Gresham neighborhood policy, considered possible changes to our ordinance, requested and reviewed legal opinions, formulated neighborhood recognition policy, reviewed several requests for mailing funds, reviewed vacancies and nominees, reviewed CIC budget, and evaluated our staff!

We expressed concern over the proposed re-organization of the State Citizen Involvement Advisory Committee, and the apparent lack of citizen involvement in the Sunderlin prison site selection.

It was good to have both Dennis & Sara on the Executive Committee, since they were the leaders of two of our main projects.

## Office of Citizen Involvement

Merlin Reynolds, Executive Director  
Gloria Fisher, Information Coordinator  
A part-time secretary position has been approved.

The Office of Citizen Involvement (OCI) carries out the will of the Citizen Involvement Committee (CIC). The OCI has limited authority to act without direction or permission from the CIC or the CIC Executive Committee, as described in County Ordinance No. 449 and the CIC's Policies & Procedure Manual. For example, OCI staff cannot give out mailing funds without placing the request before the Executive Committee.

## Legal Opinions

The CIC sought and got two opinions from County Counsel during 1988-89. I feel it is important to include them and my responses to them in this report to the BCC, but may not include them in our printed report to the public. — John Miller, Chair, 1988-89.

### Opinion 1. CIC Membership Representation (April 4, 1989)

**Background:** Since the inception of the CIC, individual members have had differing ideas of whether they represented their nominating body, or whether once appointed, they served the county as an independent agent. This is a matter only for those members who were nominated from district coalitions within Portland. The other CIC members occupy positions that could be filled from a variety of groups, according to our ordinance 449. The CIC has voted occasionally to ask its members to carry information to their districts, where appropriate. One member was told by her coalition that she must attend their meetings, but had no vote, so she asked that we seek a legal opinion.

**County Counsel Assistant's opinion:** "CIC Members are County appointees and as such represent the County. However, because the County ordinance which creates the CIC (No. 449) gives sponsoring organizations the right to nominate a representative from their organization, the organization can, through its bylaws, place conditions on the nominee (for example, to vote based on the organization's position or to attend certain organization meetings)."

**My opinion:** We assume that a nominating body could only remove a previous nominee by going before the Board of County Commissioners and explaining why they wanted a member removed. Further, any bylaw requiring a CIC member vote according to the "party line" could paralyze the CIC, as some wonder when first joining the CIC, "Do I have to go back to my coalition before I can vote tonight?" If any such bylaws are adopted by nominating groups, they should only apply in cases where the group has a clear position on a specific issue.

## Legal Opinions

### Opinion 2. Citizen Involvement Committee Investigation of Complaint Concerning Meeting of Northwest District Association (April 20, 1989)

**Background:** The CIC took public comment at its January 1989 meeting that led us to investigate a citizen involvement process in a neighborhood's business. Those testifying seemed desperate since some housing was to be torn down before they might have used applicable grievance procedures. Officers of the neighborhood association (NA) objected to our investigation. Our findings showed that the relationship between the CIC and NA's was not clear. We met with representatives of the NA at the end of January, and also heard from "the other side" at our March meeting. We sought an opinion from County Counsel of whether we had authority to investigate such matters.

**Law Clerk's opinion:** In response, we got a memorandum from a Law Clerk. The clerk cited MCC 2.30.640(E) (2)(g):

"The Office of Citizen Involvement shall develop procedures to act as a liaison with the Office of Neighborhood Associations of the City of Portland and other cities and community offices; develop a process for coordinating with city neighborhood association offices on matters related to county government/services." (emphasis added by law clerk).

**My Opinion:** The clerk confused the Office with the Committee! The clerk references a section of the Multnomah County Code, 2.30.640(E) (2)(g), which seems to coincide with section 5.A.7 of ordinance 449, our enabling ordinance. Unfortunately, that section deals with the Office of Citizen Involvement, not the CIC. It was not the authority of the OCI that was in question. The OCI would be out of line if it went off on its own without direction or permission from the CIC. Section 4 of ordinance 449 covers the STRUCTURE OF THE CITIZEN INVOLVEMENT PROCESS. Section 4.A.2 states:

"The functions and responsibilities of the CIC within the County's Citizen Involvement Process may include, but not be limited to, recommendation of an action, a plan or a policy, to the BCC or any county department on any matter impacting the quality of life of the county, including, but not limited to: health, mental health, parks, corrections, jails, animal control, assessment, taxation, elections, citizen participation, Cable TV, crime prevention, mediation, libraries, etc."

Therefore, we should not have advised the Portland City Council directly, we should have asked the BCC to advise the PCC somehow. Surely the CIC is empowered to investigate into such matters so that it can determine what course of action, if any, it should take. As we have seen since January, there was a citizen involvement meltdown in northwest Portland, and its not going to cool off until Portland's planning process includes citizen review of demolition permits requests. The reviews should be just as formal as for variances. What is the County's policy on demolition of housing stock?

## County Visions

Providing citizen input for the Multnomah County strategic planning process was a major CIC activity this year. The CIC recruited ten citizens to serve on the functional committees designated by the BCC to carry out the review of county operations, an early step in the strategic planning process. It also conducted meetings throughout the county to obtain citizen opinion on strategic issues for the 1990's and beyond.

The CIC strategic planning subcommittee chaired by Sara Lamb planned and conducted these County Visions Meetings. The project involved education ourselves first about strategic planning and its applicability to county government. Then it required creating materials to explain the process to other citizens. The *Conduit* special issue on strategic planning is representative of the materials developed. The subcommittee also recruited participation in these meetings, designed the content and format for a meeting that was carried out in two hours or less, including time for educating citizens about what county government does now, major trends affecting our community in the future and allowing substantial time for small group discussion.

At each meeting, citizens selected one or more broad topic areas (e.g. public safety, land use and natural resources, housing and transportation). The groups discussed what were the most important problems in the topic area and what, if anything, the county could do about them. During the *County Visions* meetings we deliberately chose to focus discussion on "local government" rather than specifying county government in order to avoid prolonged discussion about who was responsible for what and to avoid limiting citizen visions to what the county does now.

With a grant from the county planning office, two part-time staff were hired to help our volunteers develop materials and assist with the meetings. We were also assisted by volunteer facilitators from the Office of Neighborhood Mediation Center. The planning office also provided funds for printing and mailing the special issue of the *Conduit*.

The first County Visions meeting was held in East County in early March and the last was held at Sauvie's Island the end of May. There were 17 meetings in all with participants ranging in age from 18 to 82. Participation was better outside Portland than at meetings in city neighborhoods. More than 300 citizens participated overall, of which nearly two-thirds completed the county visions questionnaire identifying what was most important to their vision of a livable Multnomah County in the year 2000.

The final step in this citizen input process was the *Confluence of Visions* Conference held June 1 at Reed College. Everyone who attended a *County Visions* meeting was invited, as were citizens serving on strategic planning functional committees and county budget advisory committees. Seventy people attended. After a summary of issues and values gathered from the *Visions* meetings, the group identified 10 issues they felt were most important for the future of Multnomah County and suggested some short term and long term steps that could be taken by county government to address them. A discussion of this information with the BCC is scheduled for July 12, 1989, and a final report will be published shortly after that with the help of a writing committee of volunteers.

# Central Citizen Budget Advisory Committee

## Members

Marlene Byrne, Richard Levy, Bob Luce, Dennis Payne (chair), Ann Porter, Lianne Thompson, Mark Williams, and Jim Worthington. Staff: Gloria Fisher.

## Concerns

The Central CBAC supported the Board of County Commissioner's 1988 decision to make infrastructure improvements as a means to improve service delivery. To date, the CCBAC has not been informed of the degree service delivery has improved as a result.

The Central CBAC also requested that the Board make timely updates to the CBACs on its progress in strategic planning and ensure that the CBAC members are an integral part of the information process.

## Departmental Recommendations

**Criminal Justice System:** There is a need to provide increased coordination and cooperation in the Criminal Justice area (District Attorney, Sheriff, Department of Justice Services). Major efforts have to be taken to prevent crime and not just to respond to criminal acts. The three CBACs working with the justice system have found a lack of common focus and integration. We proposed a Comprehensive Review of the entire effort to date so that priorities can be identified and we support continued expansion of prevention and early intervention. We urged that County dollars be used to leverage federal, state and private funds to provide stable funding for prevention programs.

## Computers

The Central CBAC recommended that a central clearinghouse be established for all requests and purchases of computers and software and that a single office be responsible for all purchases. We recommended a comprehensive review of the hardware and software now being used so responsible projections can be developed.

## Facilities

The Central CBAC recommended that the County commit itself to action on the question of facility needs and maintenance. Although some dispersal of facilities is necessary to satisfy diverse service areas, a central location should be provided for most of the County's operation. We recommended that high priority be placed on the development of a Comprehensive Facilities Plan. We recommended that continued efforts be made to dispose of foreclosed properties, especially those located in the Inner City of Portland.

# Central Citizen Budget Advisory Committee

## Citizen Budget Advisory Committees (recomendations for)

- CBACs should be year around operations
- Non-Departmental budgets should be prepared prior to the deadline for other budgets
- The budget process be should adjusted to allow a one month review of proposed budgets prior to Board deliberations
- The County should provide training for CBAC members.

With the growing demands being placed on the CBACs to review, analyze and advise departments regarding their programs and budget developments, we feel that CBACs should be "year around" functioning bodies. Several department heads have stated their agreement with this plan and others are already requesting their CBACs to continue working through the summer. Continuing to work the year around would allow CBAC members to be more familiar with the departments and place them in a position to better advise on budget needs. Vacancies should be filled early in July, with training provided in August or early September.

## Dedicated Funds Review

The Central CBAC review dedicatred funds in the Department of Justice Services and the Sheriff's Office. The funds reviewed were: Alarm control funds, Commissary funds, Forfeiture Funds, and the Conciliation fund. The following general observations and recommendations were made to the Board of County Commissioners:

1. Although some funds are small, there must be more accountability. They should have clear, concise fiscal records and regular audits of revenue and expenditures.
2. There are no clear administrative controls on some funds, no specific person is in charge, and administrative responsibilities are spread among several people.
3. We are concerned that the dedicated funds not be used to supplement departmental budgets for such items as computers, equipment, supplies, and personnel.
4. All contracting should be done through competitive bids; care should be taken to ensure that projects are not divided into smaller parts to avoid competitive bidding.

The Dedicated Fund Review concluded with 17 specific recomendations for the above named funds.

## County Conduit / Issues Roundtable

Committee members: Marlene Byrne, Bob Luce, Franklin Jenkins, Jean Ridings and Martha White. Alex Pierce was a member and Chris Wrench is joining the committee. Scott Holzem chaired the committee until June 1, when he left the state. The committee is staffed by Gloria Fisher.

This year the *County Conduit* was expanded from an 8 1/2 x 11 newsletter to a tabloid newspaper format published six times per year. The expanded format allows a discussion of an issue of importance to the residents of Multnomah County featuring articles by citizens and officials with varying and often opposing points of view.

The *Conduit* issues published to date are:

- Crime in Multnomah County
- Taxes
- Access to Health Care
- Justice Services Reorganization
- Special Issue: Strategic Planning

An issue on "Access to Housing" will be published in July 1989.

Each publication is followed by an *Issues Roundtable*, a lively discussion involving some of the article authors, cablecast through Multnomah Cable Access. Citizen Involvement Committee members and volunteers make up the studio staff. CIC members Franklin Jenkins and Ben Butzien Hosted the programs this year.

The only problem encountered has been the irregularity of publication dates due to the difficulty in receiving articles written by citizen volunteers on time. This, in turn, has prevented us from having a regular published television schedule. We may announce a list of topics for future issues so that articles can be solicited well in advance.

## Volunteer Recognition Ceremony

Members of the Volunteer Recognition Ceremony Project were Judy Boyer, Vivian Starbuck and Dick Levy, Chair, Merlin Reynolds, staff.

The purpose of the Volunteer Awards Ceremony is to work with the Board of County Commissioners and the County departments to recognize citizens that have voluntarily contributed their time, energy, and talents to make Multnomah County a better place to live and work.

Out of 20 nominees submitted, 16 were selected to be recognized by the County Chair and Board of County Commissioners. Recipients this year were

Paul Eisenberg, Ignacio Verduco, Beverly Duckett, Marion E. Scranton, Elysia "Red" Slyter, Al Green, Rich Sather, Cheri Unger, Roena Douglas, Carol Murdock, Greg Darnell, Helen Peterson, and Ruby Riba.

Organizations recognized were:

Open Arms,  
Oregon Bass and Panfish Club,  
and the Coalition of Community Health Clinics Volunteers.

These people and organizations volunteered everything from medical care for the indigent to building an "in water habitat" for warm water fish at Blue Lake Park.

The Citizen Involvement Committee is pleased to work with the County Commissioners to recognize those people who care enough to contribute the most important resource they possess, their time and energy, to make Multnomah County a better place to live for all of us. This is an important project in the citizen involvement program and we look forward to next year's ceremony.



## Fair Booth

We have tried something a little different each year at the County Fair to promote county citizen participation. We asked our office staff to attend the booth. We scheduled CIC members to staff the booth. We had an unstaffed booth next to county elections booth. The concept for the booth is still evolving. In June, 1988, the CIC voted to try the booth at Neighbor Fair rather than the County Fair, since those fair-goers will more likely be neighborhood and political activists. Committee members also have the general impression that many County Fair-goer's are from outside of Multnomah County.

Eventually, we hope to have a mobile display unit that can be taken to a variety of conferences with a supply of our printed materials.

## Computer Bulletin Board

We finally got our computer hardware after a long period of acquisition. Our volunteer, Eric Lamb, is now installing and testing the software. A meeting will be held in July to determine what information we want to have on-line and how it is to be organized.

# George Muir Citizen Participation Conference

(dedicated to the memory of George Muir, a Multnomah County citizen activist)

This project was proposed at our fall workshop and had CIC members sign up. Richard Levy (chair), Dennis Payne, John Miller, Franklin Jenkins, Volunteer Beverly Duckett, and AARP/CIC staff Nadine Johnston. The planning for the conference seemed easy by comparison to what we were going through with Strategic Planning. However, there were not enough staff and membership resources to continue our process. (Nadine's AARP time was up, other members became busy with CBAC and Strategic Planning issues, etc). Rather than getting our neighboring counties involved and possibly not being able to deliver... we postponed till November, 1989. We are hiring an activist 10hrs/wk to expedite the planning over the summer with a reconvened sub-committee.

## Conference Description

"Exchange of information between county citizen involvement groups on citizen involvement techniques, issues, and results throughout the metropolitan area."

## Format & Possible Topics

A one day conference with panel discussions, experts, and workshops.

- structures for Citizen Involvement
- outreach & recruitment
- inter-action with county boards
- problems inherent in citizen involvement

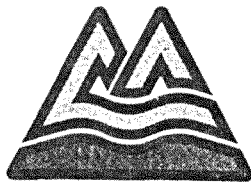
## Immediate Outcomes of Conference

- List of inter-county common issues.
- Evaluation of conference.
- Published proceedings (report or video).

## Later Results of Conference

- Inter-county information network
- Rotating annual conference (dedicated to yet another citizen)
- Area-wide CI committee
- Directory of all known CI boards, etc

We will keep the BCC informed as this conference takes shape. Our success with the conference will be reported in November.



# MULTNOMAH COUNTY OREGON

6/27/89  
Inb #1

DEPARTMENT OF GENERAL SERVICES  
PURCHASING SECTION  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-5111

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

TO: Jane McGarvin, Clerk of the Board

FROM: Lillie M. Walker, Director, Purchasing Section

DATE: June 20, 1989

SUBJECT: FORMAL BIDS AND REQUESTS FOR PROPOSALS SCHEDULED FOR INFORMAL BOARD

The following Formal Bids and/or Professional Services Request for Proposals (RFPs) are being presented for Board review at the Informal Board on Tuesday, June 27, 1989

Bid/RFP No.	Description/Buyer	Initiating Department
B61-250-4002	ASPHALT CONCRETE PAVEMENT OVERLAY (Job No. 9-1)	DES/Transportation
	Buyer: Larry Weaver Ex. 5111	Contact: Roy Morrison Phone: 5050
	Buyer: Ex. 5111	Contact: Phone:
	Buyer: Ex. 5111	Contact: Phone:

cc: Gladys McCoy, County Chair  
Board of County Commissioners  
Linda Alexander, Director, DGS

Copies of the bids and RFPs are available from the Clerk of the Board.

TO: Portland Odsver

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

**MULTNOMAH COUNTY**

ASPHALT CONCRETE PAVEMENT OVERLAY (NW Laidlaw, NW McDaniel Rd., NW Thompson Rd.)

Bids Due July 18, 1989

at 2:00 P.M.

Bid No. B61-250-4002

Sealed bids will be received by the Director of Purchasing, Multnomah County Purchasing Section, 2505 S.E. 11th Ave., Portland, OR 97202 for:

Asphalt Concrete Pavement Overlay on NW Laidlaw, NW McDaniel, & NW Thompson Rd.

Plans and Specifications are filed with the Purchasing Director and copies may be obtained from the above address for a \$5.00 non-refundable fee. **CHECKS AND MONEY ORDERS ONLY.** Plans and Specifications will not be mailed within the Tri-County area.

PREBID CONFERENCE: NONE

**PREQUALIFICATION OF BIDDERS** Pursuant to the Multnomah County Public Contract Review Board Administrative Rules (AR 40.030) Prequalification shall be required for this project for the following class(es) of work: Asphalt Concrete Pavement and Oiling - Highways, Roads, Streets, and Airport Runways

Prequalification applications or statements must be prepared during the period of one year prior to the bid date. Prequalification application and proof of prequalification by the Oregon Department of Transportation must be actually received or postmarked to Multnomah County Purchasing Section by not later than 10 days prior to bid opening.

All bidders must comply with the requirements of the prevailing wage law in ORS 279.350.

Details of compliance are available from the Purchasing Section, Department of General Services, 2505 S.E. 11th Avenue, Portland, OR 97202, (503) 248-5111.

Contractors and subcontractors must be licensed for asbestos abatement work if the project involves working with asbestos.

**NONDISCRIMINATION** Bidders on this work will be required to comply with the provisions of Federal Executive Order 11246. The requirements for Bidders and Contractors are explained in the Specifications.

No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof, a surety bond for an amount equal to ten percent (10%) of the aggregate proposal. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of July 3rd, 1989



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF GENERAL SERVICES  
PURCHASING SECTION  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-5111

GLADYS McCOY  
COUNTY CHAIR

## MEMORANDUM

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FROM: Lillie M. Walker, Director, Purchasing Section

DATE: June 20, 1989

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		Contact: Roy Morrison
		Phone: 5050
		Contact:
		Phone:
		Contact:
		Phone:

cc: Gladys McCoy, County Chair  
Board of County Commissioners  
Linda Alexander, Director, DGS

Copies of the bids and RFPs are available from the Clerk of the Board.

TO: Portland Observer

Please run the following Classified Advertisement as indicated below, under your CALL FOR BIDS section

**MULTNOMAH COUNTY**

ASPHALT CONCRETE PAVEMENT OVERLAY (NW Laidlaw, NW McDaniel Rd., NW Thompson Rd.)

Bids Due July 18, 1989 at 2:00 P.M.  
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All bidders must comply with the requirements of the prevailing wage law in ORS 279.350.

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Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of July 3rd, 1989

TO: Skanner

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LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish Week of July 3rd, 1989

T0: Daily Journal of Commerce

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Multnomah County reserves the right to reject any or all bids.

LILLIE WALKER, DIRECTOR  
PURCHASING SECTION

Publish June 30, 1989



# Specifications For Multnomah County Oregon Construction

Project: Asphalt Concrete Pavement Overlay (9-1)

Location: Various Roads in Multnomah County

Kind of Work: Asphalt Concrete Pavement and Oiling  
Highways, Roads, and Streets

Submitted By: \_\_\_\_\_  
(Contractor)

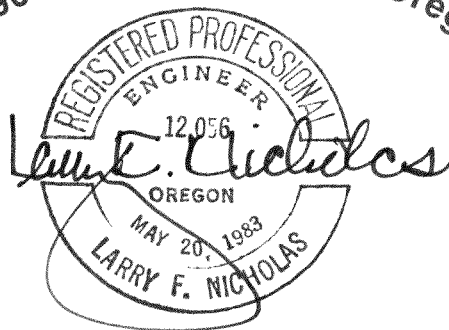
Bid No.: \_\_\_\_\_



**MULTNOMAH COUNTY OREGON**

Department of Environmental Services  
Transportation Division

1620 S.E. 190th Avenue Portland, Oregon 97233



For Bid Results  
Call 248-5338  
After 3:00 P.M.

PROJECT NAME: Asphalt Concrete Pavement Overlay (Job No. 9-1)

LOCATION: Various Roads

KIND OF WORK: Asphalt Concrete Pavement and Oiling, Highways,  
Roads, and Streets

PROJECT NO.: 1083

SUBMITTED BY: Dept. Environmental Svcs.-Transportation Division

BID NUMBER: \_\_\_\_\_

BID ADVERTISEMENT DATES: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

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## BID PROPOSAL FOR CONSTRUCTION

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Department of General Services  
Purchasing Division  
2505 S.E. 11th Avenue  
Portland, Oregon 97202  
(503) 248-3322

Bidder's Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

FOR BID RESULTS, CALL  
248-5338  
AFTER 3:00 P.M.

## BID PROPOSAL FOR CONSTRUCTION

These Bidding Pages are part of the Bid Documents and contain the following:

- X   Proposal
- X   Bid Sheet
- X   Proposal Bond
- X   Bidder Residency Statement
- X   Certificate of Compliance with ORS 305.380-.385
- X   Return Envelope

### Instruction to Bidders

- |   |  |
|---|--|
| Proposal &<br>Bid Sheet:                              | Complete form and sign where indicated.  |
| Proposal Bond:  | Proposal Bond shall be made payable to Multnomah County, in an amount of ten (10) percent of the Bidder's maximum Bid price and in the form of a certified check, cashier's check. |
| Bidder Residency<br>Statement:                        | This form must be completed to be eligible for bidding.  |
| Certificate of<br>Compliance with<br>ORS 305.380-.385 | This form must be completed to be eligible for bidding.  |
| Return Envelope:                                      | Submit these Bidding Pages in the sealed envelope before the deadline given in the Construction Specifications Manual.   |

P R O P O S A L

To the Board of County Commissioners of Multnomah County:

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principals are those named herein;

That this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the plans, specifications, addenda, if any, and form of contract therefor on file in the office of the Purchasing Director.

In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Bid Documents and of the following addenda:

Date \_\_\_\_\_ Number \_\_\_\_\_

Date \_\_\_\_\_ Number \_\_\_\_\_

Date \_\_\_\_\_ Number \_\_\_\_\_

Date \_\_\_\_\_ Number \_\_\_\_\_

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to Bid and the Instructions to Bidders.

That he has personally inspected the actual location of the work and all other local conditions affecting it;

That he submits this proposal subject to the terms and conditions stated in the preceding "Instructions to Bidders;"

That if this bid is accepted, the bidder shall covenant in his contract, and it shall be a condition of his bond, as provided by O.R.S., that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in Multnomah County, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of his contract; and

That he has satisfied himself as to the quantities and conditions and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

He also proposes and agrees:

That if this bid is accepted, he will contract with said Board of County Commissioners, in the said form of contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the County Engineer as therein set forth; and that he will complete the work within the specified number of workdays as stated in the paragraph, "COMPLETION TIME LIMIT" in the specifications; and

That he will accept as full payment therefor the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit prices bid as set out in the following schedule:

B I D   S H E E T

		UNIT	
ITEM	QUANTITY	PRICE	AMOUNT
1. Asphalt Concrete Class C	895 Tons		
For	Per Ton	\$	\$
2. Asphalt Tack Coat Material	4 Tons		
For	Per Ton	\$	\$

Total \$ \_\_\_\_\_

The party by whom this proposal is submitted, and by whom the contract will be entered into in case the award is made to him,

is \_\_\_\_\_, doing business  
("a corporation," "a partnership" or "an individual")  
at \_\_\_\_\_ Street,  
\_\_\_\_\_, City and State,  
which address is the address to which all communications concerned with this proposal and the contract should be sent.

The names of the president, treasurer and manager of the bidding corporation, or the names and residences of all persons and parties interested in this proposal as partners or principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The name of the surety by which the surety bond covering the contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows:

Name of Surety \_\_\_\_\_

Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_ in the amount of  
("Bidder's bond," "cash" or "certified check")

\_\_\_\_\_ Dollars (\_\_\_\_\_)

which amount is not less than ten percent of the total amount of the bid.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the sum of the total amount of the bid as aforesaid, with surety satisfactory to the Board of County Commissioners within five days from the date of receiving from the Board of County Commissioners the contract prepared and ready for execution, the Board of County Commissioners may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying this proposal shall operate and the same shall be the property of Multnomah County.



Dated \_\_\_\_\_, 19 \_\_\_\_

(Signature of Bidder) \_\_\_\_\_  
(Legal name of person, firm or corporation)

By \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_  
(Name of bidder)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Telephone number) (Federal ID #)

MULTNOMAH COUNTY  
PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_,  
\_\_\_\_\_, as principal  
and the \_\_\_\_\_  
a corporation duly organized under the laws of the state of \_\_\_\_\_  
Having its principal place of business at \_\_\_\_\_  
in the state of \_\_\_\_\_, and authorized to do business in  
the State of Oregon, as surety, are held and firmly bound unto the County of  
Multnomah for payment as liquidated damages in the amount of ten (10) percent  
of the total amount of the bid of said principal for the work hereinafter  
described, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and assigns and successors and  
assigns, firmly by these presents.

The condition of this bond is such that, whereas the principal herein is  
herewith submitting his or its proposal for the following construction, to  
wit:

ASPHALTIC CONCRETE PAVEMENT OVERLAY (9-1)

said bid and proposal, by reference thereto being hereby made a part hereof.

NOW, THEREFORE, if the said proposal and bid submitted by the said  
principal be accepted, and the contract be awarded to said principal, and if  
the said principal shall enter into and execute the said contract and shall  
furnish bond as required by the County of Multnomah within the time fixed by  
the Board of County Commissioners, then this obligation shall be void;  
otherwise to remain in full force and effect.

SIGNED and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

Countersigned at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Surety

## BIDDER RESIDENCY STATEMENT

The 1987 Oregon Legislative Assembly enacted a reciprocal preference law which states, in part:

In determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder" ...

"Nonresident bidder" means a bidder who is not a "resident bidder" as defined ...

1. CHECK ONE: Bidder is    /    / A resident bidder    /    / A nonresident bidder
2. If a resident bidder, enter your Oregon business address:

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

3. If a nonresident bidder, enter state of residency: \_\_\_\_\_

Bidder certifies that the information provided above is true and accurate.

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

Name (Print or Type): \_\_\_\_\_

Firm: \_\_\_\_\_

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

CERTIFICATE OF COMPLIANCE WITH ORS 305.380-.385

The undersigned provider of goods, services or real estate space to Multnomah County hereby certifies under penalty of perjury that to the best of my knowledge, the undersigned is not in violation of any Oregon tax laws described in ORS 305.380(4).

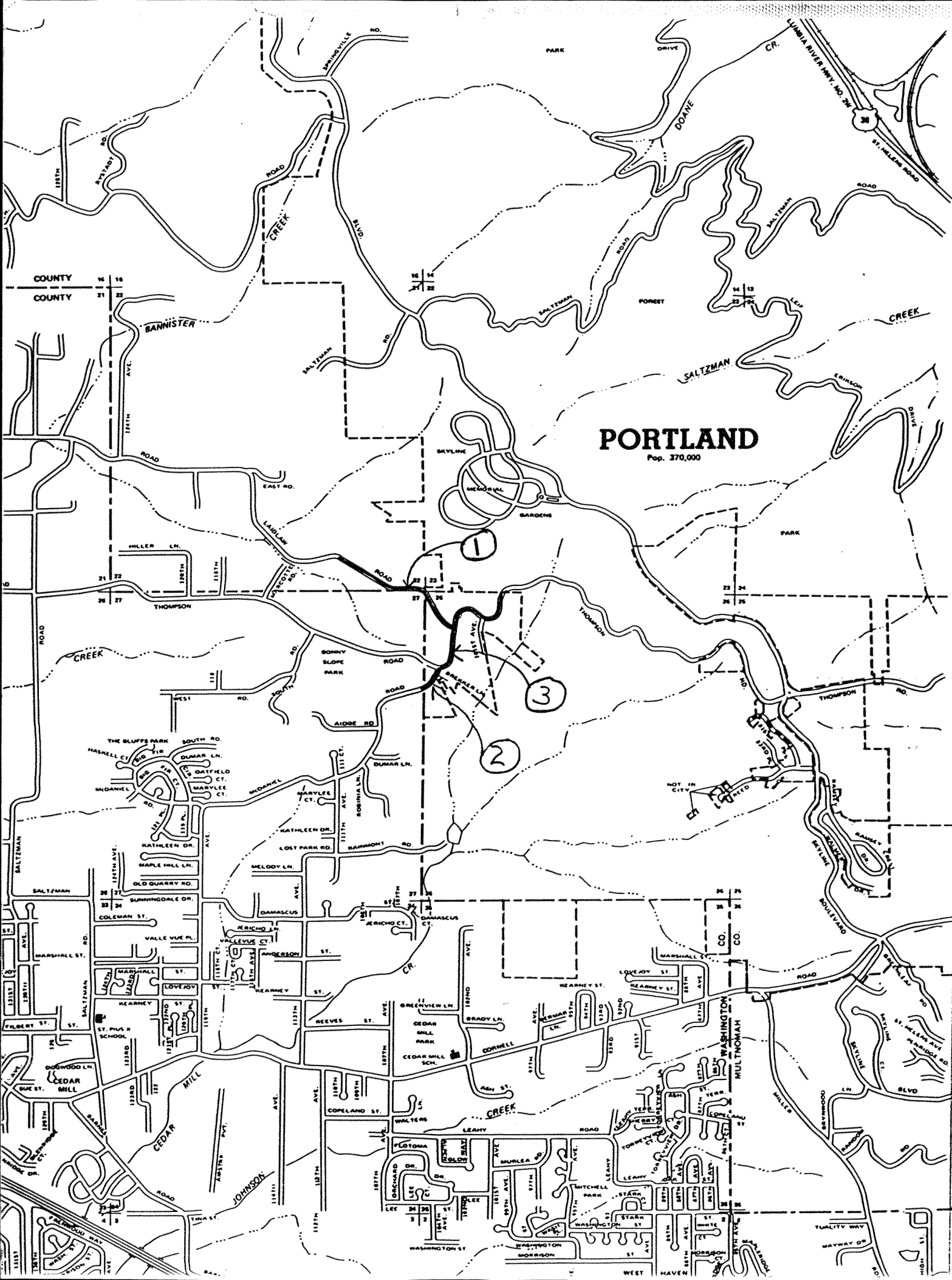
Dated: \_\_\_\_\_

By \_\_\_\_\_

Please call Purchasing Division if there are any questions about methods of compliance with this statute.

# DESCRIPTION OF PROJECT

<u>Item No.</u>	<u>Name and Location</u>	<u>Length Feet</u>	<u>Width Feet</u>	<u>Depth Inches</u>	<u>Quantity Tons</u>
1.	NW Laidlaw Fr: NW Thompson Rd. To: NW'ly 1800'	1,800	20	1.5	354
2.	NW McDaniel Rd. Fr: NW Thompson Rd. To: SW'ly 451'	451	18	1.5	78
3.	NW Thompson Rd. Fr: Washington County Line To: SW'ly 2400'	2,400	20	1.5	463



# PORTLAND

Pop. 370,000

1  
2  
3

TO ALL PLANHOLDERS

THE COUNTY MAY REJECT ANY BIDS IF THE CONDITIONS ON  
PAGE 3 OF THIS PROPOSAL, "INSTRUCTIONS TO BIDDERS,"  
ARE NOT FOLLOWED.

-----

## NOTICE TO CONTRACTORS

Sealed proposals, addressed to the Purchasing Director of Multnomah County, Oregon, and endorsed "Bid Proposal for Construction, Multnomah County, Oregon," to wit:

### ASPHALT CONCRETE PAVEMENT OVERLAY (9-1)

will be received by the Purchasing Director of Multnomah County, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 P.M., , 1989, at which time they will be publicly opened and read.

Under no circumstances will any bid be considered that has been received after 2:00 P.M.

All proposals must be made upon blank forms to be obtained from the Office of the Purchasing Director, 2505 S.E. 11th Avenue, must give the prices proposed, both in writing and figures, and must be signed by the Purchasing Director, and may be obtained at the above address. A charge of Five Dollars (\$5.00) will be made for the Bid Proposal, Specifications, and Plans. This Five Dollars will not be returned.

Each bid is to be presented under sealed cover, endorsed, "Bid Proposal for Construction - Asphalt Concrete Pavement Overlay (9-1)," and filed with the Purchasing Director of Multnomah County, Oregon, and shall be accompanied by a surety bond or certified check made payable to Multnomah County Oregon, for an amount equal to ten percent of the amount of each bid, and no bid shall be considered unless such bidder bond or check is enclosed therewith. Such bond or check shall be delivered upon the condition that if said bid be accepted, the party bidding will promptly and properly enter into and execute contracts and bonds in accordance with the award.

Should the successful bidder to whom the contracts are awarded fail to execute the same within five days from the date of notification of such award, such bond or check shall be forfeited to Multnomah County as liquidated damages. All other bonds or checks will be returned to the unsuccessful bidder who submitted the same.

A good and sufficient bond with a satisfactory surety will be required for the faithful performance of the construction contract in a sum equal to the contract price. Such bond shall be reviewed by the Multnomah County Counsel.

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be done and materials to be furnished. All contracts for work to be done shall be in writing, executed by the Contractor and the County Chair of Multnomah County in quintuplicate.



NOTICE TO CONTRACTORS (Continued)

The estimated quantities of work are approximate only, being given as a basis for the comparison of bids, and the Board of County Commissioners of Multnomah County does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work that may be deemed necessary or expedient.

The right is reserved to reject any and all proposals or to accept the proposal deemed best for Multnomah County and to award the contract as is provided by O.R.S.

Bid No. \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

Dated \_\_\_\_\_

By GLADYS McCOY  
Chair of the Board

REVIEWED:

LAURENCE KRESSEL  
Multnomah County Counsel

Larry F. Nicholas  
LARRY F. NICHOLAS, P. E.  
County Engineer

By \_\_\_\_\_  
Deputy

## INSTRUCTIONS TO BIDDERS

### BIDDING

THE BID TO BE SUBMITTED MUST BE MADE ON THE "BID SHEET." THE SIGNATURE OF BIDDER SUPPORTING THE BID MUST APPEAR IN THE SPACE PROVIDED FOR THIS PURPOSE, AND THE COMPLETE "BID PROPOSAL FOR CONSTRUCTION" PACKET MUST BE SUBMITTED IN ITS ENTIRETY.

### WORK ON WHICH BIDS ARE TO BE RECEIVED

The work on which bids are to be received is as described on the sheets following Page 10.

### TIME AND PLACE OF RECEIVING BIDS

The time and the place at which bids will be received are as stated upon page one hereof.

### SPECIFICATIONS AND PLANS

The work covered by this Proposal shall be done in accordance with the provisions, specifications, terms and requirements set out in the "Standard Specifications for Highway Construction" of the Oregon State Highway Division, 1984 Edition, supplemented by the special provisions given on the sheets following Page 10 and supplemented by the plans, profiles and other information on file in the office of the Purchasing Director.

### BIDDING REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of SECTION 102 of the above Standard Specifications supplemented hereinafter, which set forth various conditions and requirements governing the submission and acceptance of proposals.

### FILLING IN PROPOSAL FORMS

The bidder must submit his proposal on the Proposal form contained in the "Bid Proposal for Construction" packet. The filling in of the blank spaces in the proposal should be done in accordance with the apparent intent. Unit bid prices shall be written in ink, both in words and in numerals. Proposals which do not conform with these requirements may be rejected as informal.

## INSTRUCTIONS TO BIDDERS (continued)

### CANCELLATION

Multnomah County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

### PREQUALIFICATION REQUIREMENT

Pursuant to Multnomah County Public Contract Review Board (PCRB) Administrative Rule AR 40.030, prequalification shall be required for this project in the following classes of work: Asphalt Concrete Pavement and Oiling - Highways, Roads, and Streets.

## AWARD AND EXECUTION OF CONTRACT

The date or dates for the completion of the work contemplated by this contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto.

In specifying the date or dates for completion, it has been assumed that a period of not more than forty (40) days will elapse between the receiving of the bids and the delivery to the Board of County Commissioners by the Contractor of the contract and accompanying bond executed by the Contractor and his Surety. The forty (40) days are comprised of thirty-five (35) days between the receiving of bids and the submission to the Contractor of the written instruments of the contract and bond for execution; and, five (5) days in which the Contractor has to execute and deliver to the Commissioners the executed contract and accompanying bond. If the period between the receiving of bids and the submission to the Contractor of the contract for execution exceeds thirty-five (35) days, consideration will be given granting a corresponding extension of time specified for the completion of the work.

The Contractor shall within the five (5) days from the date of notification by the Board of County Commissioners of Multnomah County that the contract is ready for signature and, before commencing work thereunder, furnish to the Board of County Commissioners a fully executed contract and bond and shall maintain said bond in force during the continuation of his contract.

The bond must be satisfactory to the Board of County Commissioners in the full amount of the contract price for the faithful performance of the contract in all respects. No contract shall be binding until said bond is furnished and approved by the Board of County Commissioners of Multnomah County and, if said bond is not furnished within the said five (5) days herein specified, the contract shall be immediately terminated without any notice or further action by either party.

No work may be commenced by the Contractor until the contract and bond are submitted to the Board of County Commissioners; and, the County Engineer shall, in writing, notify the Contractor of a specific date when he shall proceed with the work and this will be used as a basis of beginning to determine working days.

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
a \_\_\_\_\_ hereinafter called "Principal" and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, State of Oregon,  
hereinafter called the "Surety," are held and firmly bound unto Multnomah  
County, Oregon, hereinafter called "County," in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal  
entered into a certain Contract with the County, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, 1989, a copy of which is hereto attached and made a part  
for the construction of:

ASPHALT CONCRETE PAVEMENT OVERLAY (9-1)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform  
its duties, in accordance with all the undertakings, covenants, terms,  
conditions and agreements of said contract during the original terms thereof,  
and any extensions thereof which may be granted by the County, with or without  
notice to the Surety, and if he shall satisfy all claims and demands incurred  
under such Contract, and shall fully indemnify and save harmless the County  
from all costs and damages which it may suffer by reason of failure to do so,  
and shall reimburse and repay the County for all outlay and expense which the  
County may incur in making good any default, and shall promptly make payment  
to all persons, firms, subcontractors, and corporations furnishing materials  
for or performing labor in the prosecution of the work provided for in such  
contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs  
on machinery, equipment and tools, consumed or used in connection with the  
construction of such work, and all insurance premiums on said work and shall  
pay and cause to be paid not less than the prevailing rate of wages as of the  
date of his bid in Multnomah County, per hour, per day and per week for and to  
each and every workman who may be employed in and about the performance of his  
Contract and shall pay all contributions or amounts due the State of Oregon or  
departments thereof pursuant to state law from such contractor or  
subcontractors incurred in the performance of said contract, and pay all sums  
of money withheld from the contractor's employees and payable to the State Tax  
Commission pursuant to ORS; and shall pay all other debts, dues and demands  
incurred in the performance of the said Contract and shall pay the County of  
Multnomah, by and through its Board of County Commissioners, such damages as

PERFORMANCE PAYMENT BOND (Page 2)

may accrue to the County under said Contract and for all labor performed in such work, whether by subcontractor or otherwise, and shall in all respects perform said Contract according to law, then his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that for one year after the completion of the construction described in said Contract, and in addition to all previously stated obligations, undertakings, covenants, terms, conditions and agreements, the Surety agrees to keep in force this bond to insure and guarantee that the Principal will fulfill his obligation of restoration and maintenance of subject property for a period of one (1) year beginning immediately at the time of completion of construction described in the Contract. The terms and conditions and agreements of restoration and maintenance are more particularly described in the Proposal.

PROVIDED FURTHER, that no final settlement between the County and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed as original, this \_\_\_\_ day of \_\_\_\_\_, 1989.

PERFORMANCE PAYMENT BOND (Page 3)

ATTEST:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_ (S)  
\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address - Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
Witness to Surety  
\_\_\_\_\_  
(Address - Zip Code)

REVIEWED:

\_\_\_\_\_  
LAURENCE KRESSEL  
County Counsel  
By \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**DESCRIPTION OF WORK TO BE DONE  
AND SPECIAL PROVISIONS**

On the inserted sheets which follow is given a description of the work to be performed under this particular contract, together with special provisions and instructions supplementing and qualifying the foregoing standard specifications and general provisions making them applicable to the particular work to be done. In case of conflict between these special provisions and instructions and the standard specifications, general provisions or plans, the special provisions and instructions shall govern.



MULTNOMAH COUNTY SUPPLEMENT  
TO OREGON STATE HIGHWAY DIVISION  
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

SECTION 101 - DEFINITIONS AND TERMS

ALL REFERENCES TO THE STATE, OFFICERS, COMMISSIONS, DIVISIONS, REPRESENTATIVES AND DEPARTMENTS AS THE CONTRACTING AGENCY SHALL BE UNDERSTOOD TO REFER TO MULTNOMAH COUNTY, ITS OFFICERS, COMMISSIONS, DIVISIONS, REPRESENTATIVES AND DEPARTMENTS.

Section 101.02 - Definitions

In accordance with the above, words referring to the State, its officers, divisions, etc., shall be understood to refer to Multnomah County and its equivalent officers, commissions, etc., as follows:

Commission - Transportation Commission - County equivalent is the Board of County Commissioners of Multnomah County, Oregon, Room 606, County Courthouse, 1021 S.W. 4th Avenue, Portland, Oregon 97204.

Division - Highway Division - County equivalent is the Transportation Division of the Department of Environmental Services of Multnomah County, Oregon, 1620 S.E. 190th Avenue, Portland, Oregon 97233.

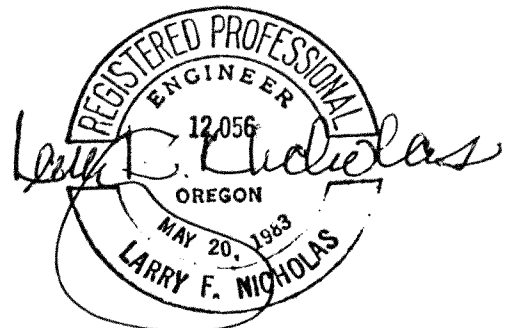
Engineer - County equivalent is the County Engineer of Multnomah County, Oregon, acting either directly or through his authorized representatives.

Project - The specific work described in the proposal and depicted on the plans, to be performed under the contract.

State Controlled Lands - County equivalent is the areas which are controlled, under jurisdiction of, or owned by Multnomah County.

Add the following definition:

Department - The Department of Environmental Services of Multnomah County, Oregon.



ASPHALT CONCRETE PAVEMENT OVERLAY  
Various Roads in Multnomah County

Project 1083

### SPECIAL PROVISIONS

#### Work to be Done

The work to be performed under this contract consists of overlaying the roads and streets as listed under the Description of Project section of this proposal with asphalt concrete, together with reshaping of existing intersections and driveways as required. The work will be done in accordance with the State Standard Specifications and these Special Provisions.

The Contractor shall furnish all labor, materials, equipment and tools, transportation and supplies required to complete the work in accordance with the State Standard Specifications, these Special Provisions and the terms of the contract.

#### Completion Time Limit

The work to be done under this contract shall be completed prior to August 18, 1989. The Contractor will be notified in writing of the specific date to commence work at least ten (10) days in advance and will not begin work until receipt of the Notice to Proceed.

### AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to the conditions and requirements, bound herein, for employment, training, reporting, etc., in connection with the employment of minorities.

### APPLICABLE STANDARD SPECIFICATIONS

The Standard Specifications which are applicable to the work on this project are the "Standard Specifications for Highway Construction" of the Oregon State Highway Division (O.S.H.D.), 1984 edition, as amended and supplemented herein.

All number references in these special provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing the like numbers. The Contractor's attention is specifically directed to the "Oregon State Highway Division, Supplemental Standard Specifications, Dense Graded Mix for Small Projects", dated February 1986, bound herein.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.01 Prequalification of Bidders - Delete the first and second paragraphs and substitute the following:

Pursuant to the Administrative Rules of the Multnomah County Public Contract Review Board (AR-40.030) - prequalification of Contractors shall be required for all projects estimated to cost more than \$50,000.

Prequalifications shall be made through the Department of General Services, Purchasing Division, 2505 S.E. 11th Avenue, Portland, Oregon 97202.

102.02 Contents of Proposal Form - Delete this Subsection and substitute the following:

"The proposal form for bidding purposes will be furnished to prospective bidders as hereinafter set forth under Subsection 102.03."

102.03 Issuance of Proposal Forms, Specifications and Plans - Delete this Subsection and substitute the following.

Upon request, all prospective bidders and other interested parties will be provided with a copy of the Bid Proposal, the Specification Booklet and the Proposal Form as approved by Multnomah County. A charge of Five Dollars (\$5.00), will be made for the Bid Proposal and Specifications Booklet. This Five Dollars, (\$5.00), will not be returned.

102.10 Proposal Guaranty - In the second paragraph, change the reference to ten days to read five (5) days.

Delete the third paragraph and substitute the following:

If a proposal bond is given, it must be executed on the approved form of Multnomah County. A copy of this form is included with all proposals and may be detached to facilitate execution of same.

102.12 Delivery of Proposals - All proposals shall be delivered in conformance with the requirements of this Subsection of the Standard Specifications with the exception that the office designated for receipt of proposals and for withdrawal or revision of proposals is the Office of the Purchasing Director, 2505 S.E. 11th Avenue, Portland, Oregon 97202.

102.19 Contract Forms, Plans and Specifications - Delete the first paragraph and substitute the following:

The contract which the successful bidder will be required to sign shall be of the form currently in use by Multnomah County. A copy of the form may be acquired from the County Engineer.

ASPHALT CONCRETE PAVEMENT OVERLAY  
Various Roads in Multnomah County

Project 1083

#### SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.03 Performance Bond - Delete the last sentence and substitute the following:

The Performance Bond shall be executed on the approved form of Multnomah County, which includes a one year maintenance agreement paragraph. A copy of this form is included with the proposal.

103.06 Execution of Contract and Bond - Change the reference to ten (10) days to read five (5) days.

#### SECTION 104 - SCOPE OF WORK

104.02 Alteration of Plans or Character of Work - Supplement Subsection 104.02 as follows:

Variation of Quantities - Due to the nature of the work, Multnomah County reserves the right to increase or decrease the quantities required on the project. There is no guarantee that the actual pay quantities will approximate the estimated quantities shown in the plan summary or in the bid schedule. The provisions of Subsections 109.04, 109.05, and 109.06 concerning adjustments will not apply, and no adjustment in contract unit prices will be allowed due to the increase, decrease or elimination of work on these items.

104.08 Final Trimming and Cleaning Up - Delete this Subsection and substitute the following:

Prior to final acceptance and payment, the Contractor shall clean the work area and adjacent areas of any debris, discarded asphaltic concrete material or other items deposited by the Contractor's personnel during the performance of this contract.

#### SECTION 105 - CONTROL OF WORK

105.06 Utilities - Supplement Subsection 105.06 as follows:

Damage to Contract Work or Existing Utilities - The Contractor shall be responsible for all costs for the repair of damage to the contract work or to any existing utility, previously known or disclosed during the work, as may be caused by operations.

105.15 Weight and Speed Limitations on Contractor's Vehicles and Equipment  
- Supplement Subsection 105.15 as follows:

(d) Under no circumstances will the Contractor be permitted to haul and/or move any equipment, supplies or material over any street other than a paved city street, a county road or state highway.

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.18 Public Safety and Convenience - Delete the 8th paragraph and substitute the following:

Where plans call for facilitating public traffic by part-width construction with one-way traffic or when the Contractor resorts to one-way traffic procedure, the Contractor shall facilitate the safe passage of public traffic past such affected sections of road by providing for alternating one-way traffic control. Under these conditions, the Contractor shall furnish, at no additional cost, all signs, lights, barricades, flaggers, pilot cars and pilot car operators necessary to direct and handle the alternating one-way traffic. The section of road traversed by the one-way control shall not exceed one (1) mile in length unless otherwise approved by the Engineer, and the pilot car trips shall be so scheduled that no vehicle will be held immobile for more than fifteen (15) minutes. The delay time of fifteen (15) minutes shall not be exceeded, but the distance traveled under one-way control shall be reduced, if traffic demands so warrant. Notwithstanding the above provisions, the Contractor shall open the highway as quickly as possible for the passage of emergency vehicles.

SECTION 111 - TEMPORARY PROTECTIVE AND DIRECTIONAL  
MEASURES FOR TRAFFIC

111.91 Payment - General - Delete this Subsection and substitute the following:

The cost of all temporary measures for the protection, convenience and control of traffic, including all signing, flagging, barricades, and miscellaneous items, shall be included in one or more of the contract items, and no additional compensation will be allowed therefore.

SECTION 402 - ASPHALT CONCRETE PAVEMENT

Asphalt concrete pavement shall be constructed in conformance with Section 402 - Supplemental Standard Specifications - Dense Graded Mix For Small Projects, dated February 1986, bound herein and supplemented and/or modified as follows:

402.11 Classes of Asphalt Concrete and Proportions of Materials -

The class of Asphalt Concrete used on this project will be either/or Class "C" and/or Class "B" as indicated on the Bid Schedule.

402.16 Acceptance Sampling and Testing -

Delete this Subsection and substitute the following:

(a) Asphalt Concrete Mixture:

(a-1) Random sampling

a. General - Samples for compliance of aggregate gradation, asphalt cement content, and moisture content will be obtained by the Engineer on a random basis from the discharge of the paving plant.

A minimum of (1) sample will be taken per day. The sample will represent up to and including 1,000 tons. Any tonnage in excess of 1,000 tons will be included in the following day's tests. If the amount of tonnage over 1,000 is impractical to test, and if approved by the Engineer, the amount may be included in the amount represented by (1) sample.

A sample will not be obtained from the first 25 tons of mix produced in each production shift.

b. Compaction - Sampling for compaction will conform to the requirements in Subsection 402.45.

(a-2) Acceptance testing - Testing will be conducted in the Multnomah County Testing Laboratory or in the field, as the Engineer deems appropriate.

a. Aggregate gradation and asphalt content - Acceptance testing for compliance of aggregate gradation and asphalt content will use the following test methods:

<u>Test</u>	<u>OSHD Test Method</u>
Extraction of bitumen by Vacuum Extractor and	TM 309
Mechanical Analysis of Extracted Aggregate	TM 309

ASPHALT CONCRETE PAVEMENT OVERLAY  
Various Roads in Multnomah County

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If the test results of any constituent of the mixture of a random sample vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in Subsection 402.11, a backup sample from the random sample will be tested. If the backup sample test results report the failing constituent closer to the mix design than the original test result, the backup sample will be used.

If two or more constituents vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in Subsection 402.11, the original or backup sample test results with the asphalt content closer to the mix design will be used. If both asphalt contents are the same, the sample with the smallest sieve size aggregate gradation closer to the "job mix formula" will be used.

b. Moisture - Acceptance testing for moisture will be in conformance to OSHD TM 311(M).

c. Compaction - Acceptance testing for compaction will conform to the requirements in Subsection 402.45.

(a-3) Rejected mixture:

a. Rejection by Contractor - The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at his expense. Any such new material will be sampled, tested, and evaluated for acceptance.

b. Rejection without testing - In addition to the provisions of Subsections 402.39(a) and 402.44(d), the Engineer, prior to sampling, may reject any batch, load, or section of roadway that appears defective in gradation, asphalt cement content, moisture content or compaction. Material rejected before placement shall not be incorporated in the pavement. Any rejected section of roadway shall be removed.

No payment will be made for the rejected materials or the removal of the material.

(b-6) Visual acceptance - In place of the above acceptance sampling and testing, the Engineer may accept a maximum of 1,000 tons of each class of asphalt concrete mixture by visual examination on the basis of one of the following methods:

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Various Roads in Multnomah County

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- a. The source of supply has in the past two years furnished similar materials that were found satisfactory under the State's normal sampling and testing procedures.
- b. The supplier furnishes certified test results stating that based on prior test results, the supplier is furnishing a mixture that substantially complies with the specification requirements.

402.33 Asphalt Concrete Mixing Plant - (n) Truck Scales - Delete the second paragraph of this Subsection and substitute the following:

Contractors operating asphalt mixing plants without an automatic or computerized weight scales shall be required to utilize weighmen furnished by the Division. The Contractor shall be charged at the rate of Two hundred dollars (\$200.00), per day for each day that the weighmen are required.

402.44 Hauling, Spreading, Temperature Control and Finishing

Add the following:

Except for unavoidable delay or breakdown, delivery of the mixture to the paving machines shall be at a rate sufficient to provide continuous operation of the paving machines. If paving operations result in excessive stopping of the paving machine, as determined by the Engineer, paving operations shall be suspended until the Contractor can synchronize the rate of delivery of the mixture with the capacity of the paving machines.

No loads of mixture shall be transported from the mixing plant to the point of use so late in the day as to prevent the spreading and compacting of the mixture during daylight, unless otherwise approved by the Engineer. If placing of material during other than daylight hours is permitted by the Engineer, adequate lighting shall be provided.

The Contractor shall wing out the paving machine or dump additional material by hand for paved frontages and driveway approaches. In no case will material be removed from the traveled lane for paved frontages or driveway approaches.

If the abutting lane is not paved in the same day, or if the longitudinal joint is distorted by traffic or other causes prior to the abutting lane being paved, the distorted edge of the longitudinal joint shall be carefully trimmed to a neat line and painted with a thin coat of liquid asphalt or tack coat material prior to the abutting lane being paved.

Upon completion of the paving, all feathered joints will be sealed with emulsified asphalt and covered with sand to prevent tracking by traffic.



ASPHALT CONCRETE PAVEMENT OVERLAY  
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402.45 Compacted

Add the following:

Compaction density will be monitored by the Engineer with a Nuclear Gauge.

402.91 General (Payment)

Delete this Subsection and substitute the following:

Payment of the quantities of asphalt concrete will be paid for at the contract price bid per ton as indicated on the Bid Schedule complete in place. The quantity will be verified with the Engineer prior to the submission of any invoice. After verification the invoice will be submitted for payment to the Transportation Division Department and Environmental Services of Multnomah County, Oregon, 1620 SE 190th Avenue, Portland, Oregon 97233.

The pay item(s) will be either/or Asphalt Concrete Class "B" or "C" - Ton.

Material not in compliance with Subsection 402-11 will be summarized on Form 734-3965 (Summary of Failing Tests Results for Bituminous Mixtures). and the price will be adjusted accordingly.

SECTION 407 - ASPHALT TACK COAT

407.11 Asphalt -

Delete this Subsection and substitute the following:

The asphalt to be used in the tack coat shall be CRS-1 or CSS-1 cationic emulsified asphalt. The asphalt shall conform to the requirements given in Section 702. The materials may be conditionally accepted at the source or point of loading for transport to the project.

407.32 - Application Method and Rates - Delete this Subsection and substitute the following:

The Contractor shall apply asphalt tack coat to the entire area on which asphaltic concrete is to be placed as specified by the Engineer.

The asphalt tack coat shall be spread by means of a pressure distributor conforming to the requirements of Subsection 406.32. Asphalt tack coat material shall be heated and applied at normal application temperature. Asphalt tack coat material shall be applied at the rate of .10 gallons per square yard, unless directed otherwise.

ASPHALT CONCRETE PAVEMENT OVERLAY  
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The asphalt tack coat shall not be applied during wet or cold weather or during darkness and shall be applied only as far in advance of the asphalt concrete paving machine as is appropriate to insure a tacky, sticky condition of the asphalt tack coat at the time of placing the asphaltic concrete mixture.

The asphalt tack coat shall be applied in such a manner as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking of the asphalt. Traffic shall not be routed over areas where asphalt tack coat has been applied except when unavoidable.

407.81 Measurement - General - Supplement this Subsection as follows:

The contractor shall furnish to the Engineer a daily weight ticket showing the beginning and ending gross weight, tare weight and net weight of the pressure distributor utilized to apply the asphalt tack coat material.

This daily tack weight ticket shall be the basis for submission of invoices for payment for asphalt tack coat material.

Verification of the amounts of asphalt tack coat material and the submission of invoices for payment shall be as outlined in Subsection 402.91 of these Special Provisions.

407.91 Payment - General - Delete this Subsection and substitute the following:

The accepted quantities of asphalt tack coat material will be paid for at the contract price, per unit, as specified.

The pay item and pay unit for asphalt tack coat material will be:

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Tack Coat	Ton

SECTION 628 - ADJUSTMENT OF INCIDENTAL STRUCTURES

628.34 Adjusting Metal Structures - Delete this Subsection and substitute the following:

The Contractor will be required to install survey monument, manhole, water valve or gas valve riser rings as directed. The Engineer will furnish the riser rings or arrange for the effected utility to deliver them to the job site.

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The Contractor will also be required to raise all pre-loosened, adjustable type, utility valve boxes to conform to the new pavement grade. The Engineer will contact the effected utilities to arrange for them to loosen their adjustable type valve boxes.

All work involved in this Subsection will be performed by the Contractor without additional compensation. The provisions of Subsection 628.91 do not apply.

OREGON STATE HIGHWAY DIVISION  
SUPPLEMENTAL STANDARD SPECIFICATIONS  
DENSE GRADED MIX FOR SMALL PROJECTS

FEBRUARY, 1986

SECTION 403 - ASPHALT CONCRETE PAVEMENT

Delete Section 403 and subsection 703.08 of the Standard Specifications and substitute the following:

SECTION 402 - ASPHALT CONCRETE PAVEMENT

Description

Subsection 402.01 Scope - This work shall consist of constructing one or more courses of asphalt concrete pavement on a prepared base in accordance with these specifications, and in reasonably close conformity to the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer.

Asphalt concrete is a hot mixture of asphalt cement; well-graded, high quality aggregate; mineral filler and additives as required; plant mixed into a uniformly coated mass, hot laid on a prepared foundation, and compacted.

402.02 Recycled Asphalt Pavement (RAP) Materials Permitted - The Contractor shall have the option of using processed recycled asphalt pavement materials in the production of new asphalt concrete pavement. The allowable percentage of RAP material in the new pavement will be a maximum of 20%. The RAP materials proposed for use in the recycled mix shall contain hard, sound and durable aggregates, and asphalt of a composition to provide properties equivalent to asphalt specified in subsection 402.12 when in the mix.

Asphalt concrete mixture containing RAP materials shall conform to the requirements herein set forth.

402.03 Modification of Mixes - The state reserves the right to modify specified mixes for use under various traffic conditions on various segments of the work and for feathering, spot patching and other special purposes when the Engineer determines it desirable; and the Contractor shall provide mixes proportioned as directed by the Engineer for such purposes.

Modifications of mix as herein provided may require change in the Contractor's plan and sequence of operations, and such change in plan and sequence shall be allowed for and covered by the Contractor in his contract unit prices; however, such a modified mix will be consistent with the gradation and separation of the aggregate produced and accepted for use in the specified mix.

402.04 Prepaving Conference - The Contractor and his supervisory personnel plus any subcontractors and their supervisory personnel who are to be involved in the paving work shall meet with the Project Manager and his representatives for a prepaving conference at a time mutually agreed upon. At this conference, the Contractor shall discuss his methods of accomplishing all phases of the paving work. The plan of the work, order of paving and other details of performance shall meet with the approval of the Engineer.

### Materials

402.11 Classes of Asphalt Concrete and Proportions of Materials - The asphalt concrete mixture on this project shall be a well-graded, uniform, durable mix of the class or classes as shown on the plans or as directed by the Engineer using all new materials or a combination of new materials and recycled materials in conformance with subsection 402.02 herein. The components shall be within the broadband limits set forth in the following table unless the "job mix formula" and its tolerances allow otherwise.

Sieve Size Passing	BROADBAND LIMITS			Acceptable Job Mix Formula	Tolerance Plus or Minus From Job Mix Formula
	Class "B"	Class "C"	Class "D"		
	Percentage of Total Aggregate (by weight)				
1"	100	-	-	WITHIN BROADBAND LIMITS	
3/4"	95-100	100	-		
1/2"	81-93	95-100	100		
1/4"	52-72	52-80	85-100	MIDPOINT	7%
No. 10	21-41	21-46	37-57	OF	5%
No. 40	8-24	8-25	13-29	BROADBAND	5%
No. 200*	2-7	3-8	4-9		2.0%
Asphalt Cement**	4-8	4-8	4-8	6.0%	0.6%

\* If lime treated aggregate or mineral filler is used, the percentage passing the #200 sieve will be increased 0.5%.

\*\* Percent of total mix (by weight). The amount of new asphalt cement to be added to the recycled mixture will vary from 3 to 8 percent.

New aggregates (does not apply to RAP materials) treated with hydrated lime as specified below are acceptable for use if the Contractor so elects. Each size of aggregate shall have been treated with lime in the following proportions:

<u>Separated Sizes</u>	<u>Percent Hydrated Lime (by weight of Aggregate)</u>	<u>Tolerance (Percent)</u>
3/4"-1/4", 3/4"-1/2", 1/2"-1/4"	0.35	+ 0.15
1/4"-0	1.5	+ 0.15
1/4"-#10	1.0	+ 0.15
#10-0	2.0	+ 0.15

One of the following procedures shall have been used at the Contractor's option:

(a) Dry hydrated lime added to wet aggregates - At the time of mixing the aggregate and hydrated lime, the minimum moisture content of the coarse and fine aggregate shall be 2.5 percent and 5.0 percent respectively. Hydrated lime, water and aggregate shall be thoroughly mixed in a pugmill or other approved mechanical mixer after crushing and then shall be stockpiled in one or more stockpiles. If the aggregate contains free water (water not adhering to the aggregate surface), the excess moisture shall be removed before adding hydrated lime. The mixed material shall remain in the stockpile(s) for a minimum of 5 days before being processed to produce the specified asphalt concrete mixture(s).

(b) Lime slurry added to aggregate - The lime shall be added to the aggregate in the form of a slurry. The lime slurry shall contain a minimum of 70 percent water by weight. The slurry and aggregate shall be thoroughly mixed in a pugmill or other approved mechanical mixer after crushing and shall then be stockpiled in one or more stockpiles. The mixed material shall remain in the stockpile(s) for a minimum of 24 hours before being processed to produce the specified asphalt concrete mixture(s) unless otherwise approved by the Engineer.

(c) Hydrated lime - Hydrated lime shall have met the requirements of AASHTO M 216, Type 1, Grade A. A certification as set forth in subsection 106.08 shall be supplied to the Engineer.

No additional payment will be made for the lime treated aggregates.

402.12(a)

402.12 Asphalt Cement and Additives:

(a) Asphalt cement - New asphalt cement shall meet the requirements of one of the asphalt cements listed in the Division's current publication "Specification of Asphalt Materials," with the understanding that any one of the grades is to be used at such times and under such conditions as determined by the Engineer.

(b) Asphalt cement additives - Antistripping additives ordered and/or approved by the Engineer shall be added to the asphalt cement and shall meet the applicable requirements of Section 702.

402.13 Job Mix Formula - A "job mix formula" will be established within the limits indicated in the table in subsection 402.11, unless otherwise approved by the Engineer as set forth below. Only upon order of the Engineer shall it be changed. Any change of percentages in any constituent of the "job mix formula" creates a new "job mix formula."

(a) It shall conform to a current approved new materials or recycled materials "job mix formula," not over two years old, on file with the Highway Division for the source to be used.

(b) If there is no such current "job mix formula" on file, the Contractor shall provide the Engineer the records of the preceding calendar year of asphalt content and aggregate gradation for all asphalt mixtures of the same class from the same source and the average of each component for that year. If approved by the Engineer, the "job mix formula" will be the previous calendar year average.

(c) If there are no current approved "job mix formulas" on file, and the preceding calendar year average records are not approved, then the Contractor shall provide a "job mix formula" determined by any means the Contractor deems appropriate for a well-graded, uniform, durable mix for approval or rejection by the Engineer. The aggregate gradation shall be within the broadband limits set forth in the table. The design asphalt cement content shall be 6.0 percent, unless otherwise approved by the Engineer.

(d) If a "job mix formula" is not approved by the Engineer under (a), (b), or (c) above, then a new "job mix formula" will be established in accordance with the following:

The asphalt concrete mixture shall be composed of aggregate, asphalt cement, and additives, if required, combined in the

proportions specified for the class of asphalt concrete mixtures involved. Specified aggregate proportions are given in percentages by weight of the total aggregates including filler material.

Representative samples of materials which conform to the specifications and will be incorporated into the mixture on the project shall be furnished to the Engineer as follows:

<u>Material</u>	<u>Amount</u>
New Aggregate	250 pounds of each size
Salvaged Asphalt Concrete	200 pounds from each stockpile
Asphalt Cement	2 gallons in one quart containers
Antistripping Additive	1 pint

These representative samples shall not be obtained until the Contractor has produced sufficient quantities of aggregate materials to make 25 percent of the asphalt mixture.

Samples shall be received at the Engineering Laboratory Building in Salem at least 25 days prior to producing any of the mixture for use in the asphalt concrete pavement.

The Engineer will determine (a) whether or not the aggregate material meets the requirements of subsection 402.17 and, if so, (b) the proportions of each of the several constituents to be used in the mixture. The proportions so determined shall be known as the "job mix formula."

Using the representative samples submitted and the proposed proportion of each, trial mix tests will be run to determine the percentage of asphalt, by weight, to be added.

The mixture when tested in accordance with OSHD TM 308 shall have an index of retained strength of not less than 75% at the wearing course design asphalt content from the "job mix formula."

The cost of designing this "job mix formula" shall be borne by the Contractor.

402.15 Process Control - The Contractor shall be responsible for process control testing.

402.16 Acceptance Sampling and Testing - Acceptance sampling and testing will be performed by the Engineer in conformance with subsection 106.19 of the Supplemental Standard Specifications and the following:



402.16(a)

(a) General - When the COMPOSITE PAY FACTOR (CPF) is greater than 1.0000, it will be reduced as follows:

$$\text{Reduced in CPF} = \frac{(\text{CPF}-1)}{2}$$

(b) Asphalt concrete mixture:

(b-1) Random sampling

a. General - Samples for compliance of aggregate gradation, asphalt cement content, and moisture content will be obtained by the Contractor on a random basis from the discharge of the paving plant mixer when directed by the Engineer.

A sample will not be obtained from the first 25 tons of mix produced in each production shift.

b. Compaction - Sampling for compaction will conform to the requirements in subsection 402.45.

(b-2) Lot size - The quantity represented by each sample will constitute a subplot and will normally be 500 tons of mixture. For the purpose of acceptance sampling and testing, a lot is defined as the total quantity of material or work produced per "job mix formula," placed and represented by randomly selected samples tested for acceptance. All of the test results obtained from the acceptance samples shall be evaluated collectively and shall constitute a lot. Only one lot per "job mix formula" and/or compaction test method will be expected to occur. See subsection 106.19(b) for minimum lot size.

The Contractor may request a change in "job mix formula." If the request is approved, all of the material produced up to the time of the change will be evaluated on the basis of available tests and a new lot will begin.

(b-3) Acceptance testing - Testing will be conducted in the State's Central Laboratory or in the field, as the Engineer deems appropriate.

a. Aggregate gradation and asphalt content - Acceptance testing for compliance of aggregate gradation and asphalt content will use the following test methods:

<u>Test</u>	<u>OSHD Test Method</u>
Extraction of bitumen by Vacuum Extractor and	TM 309
Mechanical Analysis of Extracted Aggregate	TM 309

If the test results of any constituent of the mixture of a random sample vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in subsection 402.11, a backup sample from the random sample will be tested. If the backup sample test results report the failing constituent closer to the mix design than the original test result, the backup sample test will be used.

If two or more constituents vary from the "job mix formula" by more than one and one-half (1-1/2) times the tolerance limits specified in subsection 402.11, the original or backup sample test results with the asphalt content closer to the mix design will be used. If both asphalt contents are the same, the sample with the smallest sieve size aggregate gradation closer to the "job mix formula" will be used.

b. Moisture - Acceptance testing for moisture will be in conformance to OSHD TM 311(M).

c. Compaction - Acceptance testing for compaction will conform to the requirements in subsection 402.45.

(b-4) Rejected mixture:

a. Rejection by Contractor - In accordance with subsection 106.19(c) the Contractor may, prior to sampling, elect to remove any defective material and replace it with new material at his expense. Any such new material will be sampled, tested, and evaluated for acceptance in accordance with subsection 106.19.

b. Rejection without testing - In addition to the provisions of subsections 402.39(a) and 402.44(d), the Engineer, prior to sampling, may reject any batch, load, or section of roadway that appears defective in gradation, asphalt cement content, moisture content or compaction. Material rejected

before placement shall not be incorporated in the pavement. Any rejected section of roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and sent to the Division's laboratory in Salem for testing. Acceptance will be based on conformance with subsection 106.19 except that if the COMPOSITE PAY FACTOR (CPF) for the rejected material is less than 0.7500, no payment will be made for the removal costs or rejected material and in addition the cost of the sampling and testing shall be borne by the Contractor. However, if the COMPOSITE PAY FACTOR (CPF) is greater than 0.7500, the cost of sampling and testing will be borne by the State.

If the Contractor removes material from a designated sample site prior to sampling because the Engineer ordered such removal or because the Contractor elected to remove such material as provided in paragraph (a) above, a new replacement random sample site will be established for the remaining material in the subplot.

c. A partial subplot - In addition to the preceding random acceptance sampling and testing, the Engineer may also isolate from a normal subplot any material that is suspected of being defective in gradation, asphalt cement content, moisture content or compaction. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be evaluated for price adjustment in accordance with subsection 106.19. This material will be considered a separate lot. Two adjoining partial sublots will be combined into a single lot with a minimum of six random samples.

d. An entire subplot - If an entire subplot is rejected in accordance with subsection 106.19(c), four additional random samples from this subplot will be obtained and the subplot evaluated as an independent lot with the original test result included as a fifth test with the new independent lot instead of with the original lot.

e. A lot in progress - Whenever the COMPOSITE PAY FACTOR (CPF) for a lot in progress:

1. Drops below 1.0000 and the Contractor is taking no corrective action, or
2. is less than 0.7500, the Contractor shall shut down his operations and shall not resume asphalt concrete placement until such time as he can satisfy the Engineer that specification material can be produced.

f. An entire lot - An entire lot with a COMPOSITE PAY FACTOR (CPF) of less than 0.7500 will be rejected in accordance with subsection 106.19(b).

(b-5) Table of price adjustment factors:

<u>Constituent</u>	<u>Factor "f"</u>
All aggregate passing 1", 3/4" and 1/2" sieves specified in subsection 402.11....	1 Each
All aggregate passing 1/4".....	3
All aggregate passing No. 10.....	5
All aggregate passing No. 40.....	3
Aggregate passing No. 200 sieve.....	10
Asphalt cement.....	26
Moisture content.....	10
Compaction (Density).....	40

If a constituent is not measured in accordance with these specifications, its individual pay factor will be considered 1.0 in calculating the COMPOSITE PAY FACTOR (CPF) as described in subsection 106.19(d).

(b-6) Visual acceptance - In place of the above acceptance sampling and testing, the Engineer may accept a maximum of 1,000 tons of each class of asphalt concrete mixture by visual examination on the basis of one of the following two methods:

a. The source of supply has in the past two years furnished similar materials that were found satisfactory under the State's normal sampling and testing procedures.

b. The supplier furnishes certified test results stating that based on prior test results, the supplier is furnishing a mixture that substantially complies with the specification requirements.

402.17 Aggregates - Only when the "job mix formula" is established under subsection 402.13(d) does 402.17(b) apply.

(a) Stockpiling - The aggregates shall be stockpiled and removed from stockpiles in a manner that will hold segregation to a minimum.

(b) New aggregates - Sampling and testing will be performed by the Engineer to the extent deemed necessary to assure compliance with these specifications.

(b-1) Quarry rock - The quarry rock material from which the aggregates are produced shall be scalped on a screen the entire surface of which has openings not less than 3/4-inch in size. After the material has passed over the scalping screen, it shall contain not more than five percent by weight of material passing the 1/2-inch sieve. This requirement will apply to the material after it has passed through the primary crusher. In addition 95% of the quarry rock following the primary crushing shall pass an 8-inch sieve.

(b-2) Fracture of gravel (OSHD TM 213) - If crushed gravel is furnished, the following percentages of the material shall have fractured faces produced by mechanical crushing:

<u>Material Retained on</u>	<u>Fractured Faces</u>	<u>Percentage of Fracture</u>
3/4", 1/2" and 1/4" sieves	2	75
#10 sieve	1	75

(b-3) Plasticity (OSHD TM 103) - Aggregates passing the 1/4-inch sieve shall meet the plasticity index requirements set forth in subsection 703.07(d) of the Standard Specifications.

(b-4) Durability - The crushed aggregates shall meet the following test requirements:

<u>Test</u>	<u>OSHD Test Method</u>	<u>Maximum Values</u>	
		<u>Coarse Aggregates</u>	<u>Fine Aggregates</u>
Soundness (5 cycles)	TM 206	12%	12%
Degradation			
Passing No. 20 Sieve	TM 208	30%	30%
Sediment Height	TM 208	3"	4"
Abrasion	TM 211	30%	-

(b-5) Deleterious substances - The amount of deleterious substances in each test fraction of the crushed aggregate material shall not exceed:

<u>Test</u>	<u>OSHD Test Method</u>	<u>Maximum Percentages (by weight)</u>
Lightweight Pieces	TM 222	1.0
Wood Particles	TM 225	0.1
Friable Particles		
Coarse Aggregate	TM 221	1.0
Fine Aggregate	TM 221	1.5
Flat and Elongated Pieces		
Coarse Aggregate	TM 229	5.0

The aggregates shall be free from all other deleterious substances such as soft or disintegrated pieces, clay loam or vegetative matter, either in a free state or as a coating on the stone.

(c) Recycled materials - Recycled material which is used in the asphalt concrete pavement shall have a maximum size of 1-inch prior to entering the cold feed. Any recycled material larger than 1-inch shall be separated by screening or other means, broken down by mechanical means to pass a 1-inch sieve and reincorporated with the balance of the recycled material to form a homogeneous mixture acceptable to the Engineer. The recycled material shall be blended with new aggregate to provide a mix conforming to the "job mix formula" within the tolerances hereinbefore set forth. If there is evidence of the recycled material not breaking down during the heating and mixing of the asphalt concrete mixture, the Engineer may elect to modify the maximum size requirement. Not more than 20 percent by weight, of recycled materials may be used in the mix.

Construction

402.31 Weather Limitations - Asphalt concrete mixtures shall be placed on dry prepared surfaces when the air temperature in the shade is not less than:

<u>Nominal Compacted Thickness of Individual Courses*</u>	<u>TRAVEL LANES WEARING COURSE</u>	<u>ALL OTHER COURSES</u>
Less than 1-1/2 inches	60°F	55°F
1-1/2 inches to 2-1/2 inches	50°F	45°F
2-1/2 inches and Over	40°F	35°F

\*As shown on the typical section of the plans.

Placing of any mixture during rain or other adverse weather conditions normally will not be permitted, except that mix in transit at the time these adverse conditions occur may be laid if of proper temperature, if the mix has been covered during transit, if placed on a foundation free from pools or flow of water and if all other requirements of these specifications are met. Asphalt concrete mixtures shall not be placed when the underlying layer is frozen, or when, in the opinion of the Engineer, weather conditions either existing or expected will prevent the proper handling, finishing, or compaction of the mixtures.

402.33 Asphalt Concrete Mixing Plant - The Contractor shall certify in writing, prior to producing any asphalt concrete mixture for the project, that the mixing plant to be used complies with all of the appropriate following requirements:

(a) DEQ requirements - Prior to producing and furnishing asphalt concrete for a contract project from a new or revised stationary plant location or a portable plant, the Contractor shall provide a written statement of the Project Manager which contains the following:

1. A current air contaminate discharge permit number for the plant being used.
2. The expiration date of the permit.
3. A statement that the D.E.Q. has been advised of the location of the plant and when its operation is intended to commence.

The name and address of the air pollution authority having jurisdiction over the area may be obtained from the Engineer.

(b) Scales - Scales shall be accurate to 0.5 percent of the maximum load that may be required, and shall be tested and adjusted as often as the Engineer may deem necessary to assure their continued accuracy.

Plant scales - Poises shall be locked to prevent unauthorized change of position. The Contractor may provide an approved automatic printer system which will print the weights of the material delivered, provided the system is used in conjunction with an approved automatic batching and mixing control system.

Plant scale requirements shall apply only where weight proportioning is used to rescreen aggregates.

Belt scales - On plants without screens, belt scales shall be provided on the final aggregate conveyor system prior to the aggregates entry into the mix.

Belt scales may also be employed to weight aggregate on conveyor belts carrying each separate size material.

Belt scales shall be zeroed daily prior to commencement of production.

(c) Bins - The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity.

(d) Aggregate proportioning - The plant shall include means for accurately proportioning each size of aggregate.

The system may include individual feeder belt scales or other devices.

(e) Weight calibration of aggregate feed - The weight calibration of aggregate feed shall be the responsibility of the Contractor.

(f) Vibratory scalping devices - Vibratory devices which will reject aggregate or RAP material larger than one inch and eliminate lumps of material which have become cemented together shall be installed and operated in the feeder mechanism ahead of the mixer.

(g) Dryer - The plant shall include a dryer or dryers which continuously agitates and dries the aggregate during the



heating and drying process. The dryer shall be of a type and design which will heat and dry the aggregate to specified temperatures and moisture content uniformly in required quantity, without leaving any visible unburned oil or carbon residue on the aggregate.

(h) Screens - Plan screens will be required if, immediately prior to introduction of proportioned aggregates to the mixing plant, the gradation of the combined aggregates is not within the tolerances for the "job mix formula" as hereinbefore set forth.

(i) Asphalt storage and heating tanks - Tanks for the storage of asphalt material shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with asphalt in the tank. The circulating system for the asphalt material shall assure continuous circulation during the operating period. Provision shall be made for measuring and sampling storage tanks.

(j) Asphalt control unit - Satisfactory means, either by weighing or metering, shall be provided to obtain the specified amount of asphalt material in the mix. Means shall be provided for checking the quantity or rate of flow of asphalt material into the mixer.

(k) Thermometric equipment - An armored thermometer of adequate range in temperature reading shall be fixed in the asphalt feed line at a suitable location near the mixer unit.

The plant shall also be equipped with either a dial-scale, mercury-actuated thermometer, an electric pyrometer, or other thermometric instrument so placed at the discharge chute as to automatically register or indicate the temperature of the heated mix.

(l) Synchronization of aggregate feed and asphalt material feed - A positive means of control shall be provided between the flow of proportioned aggregates from the bins and the flow of asphalt material from the meter or other proportioning device.

This control shall be capable of maintaining a uniform percentage of the proportioned aggregates and the asphalt materials as required by the job mix design.

(m) Sampling device - A mechanical sampling device shall be provided to procure representative samples of the mix at the discharge of the mixer.

(n) Truck scales - Each pay load of asphalt concrete mixture shall be weighed on vehicle scales meeting the requirements of subsection 109.02 except as follows:

When vehicle scales meeting the requirements of subsection 109.02 are available for check weighing, the Contractor, upon written approval of the Engineer, will be permitted to use either an approved automatic printer system as provided in paragraph (b) or an approved weigh hopper that is accurate to 0.5 percent. Use of these methods of determining pay weights will be discontinued when random check weighings indicate that the quantities are not accurate to 0.5 percent. Each load of mixture shall have a weigh memo provided by a Contractor provided weighperson or by a Division provided weighperson. The weigh memo shall meet the requirements of subsection 109.02(c). The Division provided weighperson will not be involved in any way in the production of materials or the loading of Contractor's vehicles.

The Contractor shall be responsible for any additional costs resulting from the use of these weigh methods except for the cost of the Division provided weighperson.

(o) Safety requirements - Adequate and safe stairways to sampling points shall be provided and guarded ladders to other plant units shall be placed at points where accessibility to plant operations is required. Ample and unobstructed space shall be provided. A clear and unobstructed passage shall be maintained at all times in and around the truck loading area.

402.34 Hauling Equipment - Vehicles used for hauling asphalt concrete mixtures shall have tight, clean and smooth beds which have been thinly coated with a minimum amount of paraffin oil, lime solution, soapy water or other approved material to prevent the mixture from adhering to the beds. Diesel oil may be used when requested by the Contractor and approved by the Engineer. Its use will be terminated by the Engineer if it is not being used as specified or is a source of contamination for the asphalt mix.

During each application of an approved coating material, and prior to loading, the vehicle bed shall be drained of all excess coating material by raising the truck bed, opening belly dump gates or operating the conveyor belt as appropriate for the type of equipment being used.

Vehicles which cause excessive segregation, which leak badly, or which delay normal operations, as such are determined by the Engineer, shall not be used.

Contractors hauling vehicles shall be so constructed and equipped with covers to protect against moisture and against heat loss, and shall have a 3/8-inch diameter hole near the middle of the left side wall of the bed to allow access for a thermometer.

402.35 Asphalt Concrete Pavers - Pavers shall be self-contained, power-propelled units, provided with an activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing layers of asphalt concrete material in widths applicable to the specified typical sections, and to required thicknesses, lines, grades and cross sections.

Extensions added to the paver when used on travel lanes shall have the same augering and screeding equipment as the rest of the paver.

The paver shall be equipped with a receiving and distribution system of sufficient capacity for a uniform spreading operation and capable of placing the mixture uniformly in front of the screed without segregation of materials.

The paver shall be designed to compensate for minor irregularities of the base on which it is supported so that such will not be reflected immediately in the surface of the layer being placed. The weight of the paver shall be supported on tracks or wheels none of which shall contact the mixture being laid. The contact area of the screed or strike-off assembly shall be uniform over the entire width of the strip of mixture being placed.

The screed or strike-off assembly shall produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be equipped with either a manual or electronic line and grade control.

402.36 Compactors - Rollers shall be steel wheel, pneumatic tire, vibratory or a combination of these types as specified. They shall be in good condition and capable of reversing without backlash.

(a) Steel wheel rollers - Steel wheeled rollers shall have a minimum gross static weight of 8 tons and a minimum static weight on the drive wheel of 250 pounds per inch of width. For finish rolling a 6-ton minimum gross static weight is acceptable and the 250 pounds per inch of width will not be required.

(b) Vibratory rollers - Vibratory rollers shall be equipped with amplitude and frequency controls and shall be specifically designed for compaction of asphalt concrete mixtures. The rollers shall be capable of frequencies of not less than 2,000 vibrations per minute.

(c) Pneumatic rollers -The pneumatic-tired rollers shall be self-propelled, tandem or multiple axle, multiple wheel type with smooth-tread pneumatic tires of equal size staggered on the axles at such spacings and overlaps as will provide uniform compacting pressure for the full compacting width of the roller and shall be capable of exerting ground pressures of at least 80 pounds per square inch of tire contact area. Pneumatic-tired rollers shall be fully skirted to insulate the tires from significant heat loss during compaction.

402.37 Preparation of Foundation - All bases and foundations which are constructed under the contract and on which the pavement is to be constructed shall be in or brought to the completed and finished condition prescribed under the applicable specification for its construction. Existing base and foundations shall be reconditioned as prescribed in Section 306.

Broken or ragged edges of existing paved surfaces underlying or abutting the new pavement shall be trimmed back to firm material.

Any paved surface on which asphalt concrete is to be placed shall be treated with an asphalt tack coat as prescribed in Section 407.

After the tack coat is placed, depressed areas shall be leveled with an approved asphalt concrete mixture and compacted. The leveling work shall be a separate operation and performed at the locations and to the extent designated by the Engineer. Leveling material shall be spread by means of a paving machine except in small incidental areas as determined by the Engineer where a blade grader or other suitable equipment may be permitted.

402.38 Delivery, Storage and Handling of Aggregates - The handling of the aggregates at the producing plant, in delivering and in storing at the paving plant site shall be such as will prevent the segregation of materials and the intermingling of separate gradings or kinds of aggregates.

402.39 Drying, Heating, and Separating Aggregates into Designated Sizes:

(a) Drying - Aggregates shall be dried to the extent that any remaining contained moisture does not result in visible defects in the mixture such as slumping loads, boils or slicks.

Slumping loads shall not be incorporated into the pavement, but shall be disposed of by the Contractor at his expense and in a manner satisfactory to the Engineer.

Boils and slicks occurring in the pavement shall be immediately removed and replaced with suitable materials, all at the Contractor's expense.

The moisture content of the mix shall not exceed 0.60% at time of discharge from the mixing plant.

(b) Heating temperatures - The temperature of the mix at discharge from the plant shall not exceed 325°F.

(c) Screening - Immediately after drying and heating, in plants which have screens, the aggregates shall be separated by screening into the sizes required for separate handling, storing and proportioning at the mixing plant.

402.40 Heating Asphalt Cement - Asphalt cement shall be heated in equipment so designed that the heating will be uniform throughout the mass and so that the heat can be controlled at all times.

The temperature of the asphalt cement upon entry into the mixture shall be not less than 250°F nor more than 350°F.

402.41 Mixing - All the various required components of the asphalt concrete mixing plant shall be utilized and operated in a manner to assure compliance with this section.

The combined materials shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the asphalt material throughout the aggregate is secured.

402.42 Asphalt Concrete Storage - Storing or holding of hot asphalt concrete mixture in open stockpiles will not be permitted.

Temporary storing or holding of hot asphalt concrete mixture in storage silos will be permitted.

Trucks shall be loaded from the storage silos in a manner that prevents segregation.

402.43 Control of Line and Grade - The Contractor shall either manually or electronically control line and grade. The Engineer will establish references at reasonable intervals for line and grade control of the method chosen by the Contractor.

402.44 Hauling, Spreading, Temperature Control and Finishing:

(a) Hauling - If rain or cold air temperatures are encountered during any period between loading and laydown, covers shall be used to protect the mixture from dropping below specified laydown temperatures or causing solidifying, crusting, or excess moisture to occur.

(b) Spreading:

(b-1) General - The mixture shall be laid on an approved surface, spread and struck off to established grade and elevation. Asphalt pavers conforming to subsection 402.35 shall be used to distribute the mixture.

In areas where patching, irregularities or unavoidable obstacles make the use of specified equipment impracticable, the mixture may be spread with special hopper equipment with adjustable strike off or by other equipment and means approved by the Engineer.

(b-2) Dropoffs -When placing asphalt concrete pavement courses in excess of a 2-inch nominal thickness under traffic, work shall be scheduled so at the end of each working shift the full width of the area being paved including shoulders shall be complete to the same elevation with no longitudinal dropoffs.

When placing asphalt concrete pavement in courses 2 inches and less, but more than a 1-inch nominal thickness under traffic, work shall be scheduled so at the end of each working shift one strip of new travel lane pavement shall not extend beyond the adjoining strip of new travel lane pavement more than the distance normally covered by each shift. Prior to any suspension of operations for a period of one day or more, the full width of the area to be paved, including outside shoulders, shall be completed to the same elevation with no longitudinal dropoffs.

If unable to complete the pavement without longitudinal dropoffs as specified above, the Contractor shall, within the specified time constraints construct and maintain a wedge of asphalt concrete at a slope of 10:1 or flatter along the the exposed longitudinal joint. Longitudinal joints one inch or less will not require a wedge shall be removed and disposed of prior to continuing paving operations. Construction, maintenance, removal and disposal of the wedge shall be at the Contractor's expense.

The transverse dropoff at the end of each strip shall be feathered out in accordance with subsection 402.46.

Where abrupt or sloped dropoffs occur within or at the edge of the paved surface the Contractor shall provide suitable warning signs as required under Section 111.

(b-3) Construction joints - The mixture shall be laid in strips of such widths as to hold to a practical minimum the number of longitudinal joints required. Longitudinal joints in the wearing course shall not occur within the area or width of a traffic lane or auxiliary lane. On median lanes and on shoulder areas such joints shall occur only at points of change in the transverse slopes as shown on the plans or designated by the Engineer. The longitudinal joints in one layer shall offset those in the layer immediately below by a minimum of 6 inches. These underlying longitudinal joints shall be within 12 inches of the edge of a lane or within 12 inches of the center of a lane, except in irregular areas, or if otherwise shown on the plans.

(c) Temperature - the temperature of the mixture at the time it is placed in final position will normally be about 280°F. The project Manager may, however, adjust this temperature in 10°F increments upwards if the aggregate coating, moisture content, workability or compaction requirements are not attained. The maximum temperature shall not exceed that specified for the mixture in subsection 402.39. Similar adjustments may be made downward by the Project Manager if the aggregate coating, moisture content, workability and compaction requirements are attained. The minimum temperature shall be 240°F.

(d) Finishing and details - Special care shall be taken at longitudinal joints to provide positive bond and to provide density and finish to new mixture equal in all respects to the mixture against which it is placed.

Segregation of materials, nonuniform texture, fouled surfaces preventing full bond between successive spreads of mixture and other defects in material and workmanship, determined by the Engineer as detrimental, shall be corrected by the Contractor as directed by the Engineer and the costs thereof shall be borne by the Contractor.

402.45 Compaction - Immediately after the asphalt concrete mixture has been spread, struck off and surface irregularities and other defects remedied, it shall be thoroughly and uniformly rolled until the mixture is compacted as hereinafter set forth.

The mixture shall be compacted with at least four coverages by the roller(s), excluding finish rolling, and such additional coverages as the Engineer may elect. Compacting shall be performed with steel-wheeled vibratory and/or pneumatic-tired rollers conforming to the requirements of subsection 402.36 as directed by the Engineer.

Rollers shall be operated at speeds recommended by the roller manufacturer (5 mph maximum for pneumatic-tired rollers) and slow enough to avoid displacement of the mixture. The type, number, and weight of rollers shall be sufficient to compact the mixture while it is still within the specified temperature requirement. The use of equipment which crushes the aggregate will not be permitted.

Any displacement of any course regardless of thickness occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care shall be exercised not to displace the line and grade of edges. Steel roller wheels shall be moistened with water or other approved material to the least extent necessary to prevent pickup of mixture and not cause spotting or defacement of the surface of the mixture.

Any mixture that becomes loose and broken, mixed with dirt or is any way defective shall be subject to removal and to replacement with fresh hot mixture, which shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of asphalt cement shall be subject to removal and to replacement. Removal and replacement under these provisions shall be at the expense of the Contractor unless the Engineer determines that the defects, excesses or deficiencies are not caused by or the fault of the Contractor's operations.

Along curbs and walls, on walks, irregular areas, and other areas not practicably accessible to specified rollers, the mixture shall be compacted with small self-propelled rollers, mechanical tampers, hot hand tampers or heavy hand rollers. On depressed



areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.

402.46 Transverse Joints - The following applies to the travel lane portion of all specified pavement courses, but does not apply to leveling courses:

(a) Placing of the mixture shall be as continuous and uniform as possible and pavement depth, line and grade shall be maintained at least 4 feet beyond the selected transverse joint location, then a sloped end section shall be constructed.

If the pavement will be subjected to traffic, the slope shall be no less than 50:1 (horizontal to vertical). If the paved section is not subject to traffic the slope may be less, but must be a minimum of 10:1.

Transverse joints shall be constructed to a vertical face by sawing or cutting to the full lift depth, after the mixture has reached the required density.

After the vertical face is formed, if paving is not expected to continue from the transverse joint until the following day or later, paper or other suitable material shall be placed ahead of the sawed or cut joint and under the 4-foot or longer panel and its sloped end section.

Prior to continuing the permanent paving lift, the 4-foot or longer panel and its end slope shall be removed and the base shall be cleaned of all debris. A tack coat shall then be applied to vertical edge and surface of the area.

After placement and finishing of the new asphalt concrete, both sides of the joint shall be dense and the joint shall be well sealed. The surface in the area of the joint shall conform to the requirements hereinafter specified for surface tolerances when tested with the straightedge placed across the joint.

If only a portion of a truck load of mixture is required to complete a transverse joint as herein specified, the remainder of the load shall be disposed of as directed. Payment will be made for the entire load of mixture.

(b) At bridge ends, at ends of other rigid type structures, or at the beginning of a panel, compaction shall be in the transverse and/or diagonal direction, as well as longitudinally, all as directed by the Engineer.

402.47 Thickness and Number of Layers - Normally, the mixture shall be placed in the number of courses and to the compacted thickness per course shown on the plans. If the compacted thickness per course is not shown on the plans, the maximum compacted thickness for any course shall be 4 inches.

In leveling irregular surfaces, the presence of low areas and the surface grade to which the course is to be constructed may require portions of the mixture to be laid in two or more layers, in which case the compacted thickness of any one layer shall not exceed the nominal compacted thickness of the course involved.

402.48 Pavement Samples - The Engineer shall be permitted to cut samples or to take cores from the full depth of compacted mixture or from the separate layers and courses thereof, for testing purposes, and at such locations and at such frequencies as the Engineer determines necessary for proper representation. Where samples have been taken, and when directed by the Engineer, the Contractor shall furnish new like material for filling the holes with no extra compensation.

402.49 Pavement Smoothness - The top surface of the asphalt concrete pavement, when tested with a 12-foot straightedge either parallel to or perpendicular to the centerline furnished and operated by the Contractor, shall not vary by more than 0.02 foot. The Engineer will observe this testing and may require additional testing. The means of correction of a surface that does not meet the smoothness requirements shall have the approval of the Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way and they are not required to be adjusted or are required to be adjusted before paving, these tolerances will not apply.

All corrective work shall be completed within 10 working days following notification from the Engineer that the pavement does not meet the specified tolerances, unless otherwise directed by the Engineer.

All corrective work, including furnishing of materials, shall be performed at the Contractor's expense and no adjustment in contract time will be made for corrective action work.

402.50 Special Protection Under Traffic - In addition to other required provisions for traffic, the following shall apply to pavement construction: No traffic or equipment shall come in contact with the compacted mixture until it has cooled and set

sufficiently to prevent marking; edges shall be protected from being broken down; and edge dropoffs one or more inches in height shall be marked with warning devices visible by day and night to the traveling public, and placed at spacings indicated on the plans or as specified in Section 111.

#### Measurement

402.81 General - The pay quantities for plant mix asphalt concrete construction under this Section will be measured for payment by one of the methods as specifically set forth in subsections 402.82 and 402.83. When indicated in the special provisions or by appropriate pay items in the bid schedule, separate or additional measurement will be made for asphalt concrete work in connection with curbs, walks, approaches, driveways and other miscellaneous structures as set forth in Section 610.

402.82 Separate Tonnages of Mixture and Asphalt Cement - When the applicable pay items so indicate, the quantities of asphalt concrete mixture and asphalt cement contained in the mixture will each be separately measured for payment as follows:

(a) The quantity of each class of asphalt concrete mixture used in the accepted work as specified will be measured for payment by the ton in conformance with subsection 402.33(n). The tonnage shall be the weight used in the accepted work, and no deduction will be made for the weight of the asphalt cement or any additive used in the mixture as required by the specifications or ordered by the Engineer.

(b) The quantity of asphalt cement used in the accepted work as specified will be measured for payment by the ton in accordance with Section 109 and based on extraction tests, if invoice and tank stickings are not appropriate.

402.83 Single Unit Basis - When the pay items in the bid schedule so indicate, the quantity of asphalt concrete used in the accepted work as specified will be measured by the ton in conformance with subsection 402.33(n). There will be no separate measurement of asphalt cement or any additive contained in the mixture or used otherwise in the work.

Payment

402.91 General - Work prescribed in subsection 402.37 will be paid for as set forth in the respective Sections applicable to the work performed. Reconditioning of old roadbed will not be separately paid for unless an appropriate pay item is given in the bid schedule.

When separate or additional payment is to be made for asphalt concrete curbs, walks, approaches, driveways, et cetera, as set forth in subsection 402.81, payment therefor will be made as prescribed in Section 610.

Payment for all acceptable asphalt concrete mixtures incorporated into the project, regardless of whether or not recycled materials are used, will be made under pertinent pay items and pay units, as applicable, and as follows:

<u>Pay Item</u>	<u>Unit of Measurement</u>
Under subsection 402.82:	
(a) Class _____ Asphalt Concrete Mixture.....	Ton
(b) Class _____ Asphalt Concrete Mixture in Leveling.....	Ton
(c) Asphalt Cement in Mixture.....	Ton
Under subsection 402.83:	
(d) Class _____ Asphalt Concrete.....	Ton

In items (a), (b) and (d) above, the respective class or classes of asphalt concrete will be as set forth in the special provisions.

Item (c) above is applicable to all asphalt cement used in the mixtures, including old residual asphalt in recycled material.

Antistripping additives, other than lime, will be paid for at the Contractor's actual documented costs with no percentage allowance or mark-up allowed.

No additional payments will be made for lime or lime treatment of the aggregates.

Each COMPOSITE PAY FACTOR (CPF) calculated in accordance with subsections 106.19 and 402.16 will be applied to the contract unit price for pay items (a), (b), (c) and/or (d) above, when included in the contract bid schedule, and to the applicable lot or subplot quantities.

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SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
(Bid Conditions)

PORTLAND AREA AFFIRMATIVE ACTION PLAN

EQUAL EMPLOYMENT OPPORTUNITY  
(For all Construction Contracts to be Awarded in  
Multnomah County, Oregon)

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH PART II OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK IN MULTNOMAH COUNTY DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY UTILIZATION IN PART II, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

PART I

Effective December 1, 1975, the Office of Federal Contract Compliance Programs eliminated Part I of the bid conditions of the Portland Area Affirmative Action Plan and directed that all crafts be placed under Part II of said bid conditions.

PART II

A. Coverage. The provisions of Part II shall be applicable to all Multnomah County Contracts, since they are within the Portland Plan Area.

B. Requirement--An Affirmative Action Plan. Contractors described in "A. Coverage" above shall be subject to the provisions and requirements of Part II of these bid conditions including the goals and timetables for minority<sup>1/</sup> utilization, and specific affirmative action steps set forth in Sections E.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

<sup>1/</sup> "Minority" is defined as including Blacks, Hispanics, American Indians, and Asian and Pacific Islanders, both men and women.

1. Goals and Timetables - The goals of minority utilization required of the contractor are applicable to each trade used by the contractor in the Portland Plan Area.

For all such trades the goals of minority utilization expressed in percentage terms shall be from 5.5% to 6.5%.

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and Non-Federal) in the Portland Plan Area during the performance of its contract (i.e., the period beginning with the first day of work on the construction contract and ending with the last day of work.)

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the nonworking hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the Portland Plan.

2. Specific Affirmative Action Steps - No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Portland Plan Area. A contractor subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

a. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.

b. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefor. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefor.

c. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.

d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.

e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.

f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority, organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.

g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

h. The contractor where reasonable, should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.

i. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

j. The contractor should have made certain that all facilities were not segregated by race.

k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

1. The contractor should have solicited bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. Nondiscrimination. In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

### PART III COMPLIANCE AND ENFORCEMENT

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension,



termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

#### PART IV GENERAL REQUIREMENTS

1. Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations under Part II hereof. Whenever a contractor subcontracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from or who is determined not to be a "responsible" bidder for Government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in Part II of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award, without following such procedures, is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

8. Information relative to compliance with these Bid Conditions may be obtained from the County Engineer, Multnomah County, Oregon, 2115 S.E. Morrison Street, Portland, Oregon 97214. Phone (503) 248-3591.

#### RECORDS AND REPORTS

The contractor and each subcontractor (\$10,000 or more) shall submit to the engineer the following reports:

A "Monthly Employment Utilization Report" (Standard Form - 257) in accordance with the instructions given therein. Once the contractor and/or subcontractors have begun work, these reports are to be submitted even if no employees are working on the project during the reporting period. (Report is to be marked "negative".)

Failure of a contractor to submit the required reports (Standard Form 257 and all lists and statements called for thereon) within the time stipulated thereon may result in the issuance by Multnomah County of a 30-day Show Cause Notice indicating the contractor is in noncompliance for failure to submit required information and reports.

<b>U. S. DEPARTMENT OF LABOR</b> Employment Standards Administration, OFCCP	<b>MONTHLY EMPLOYMENT UTILIZATION REPORT</b>	1 COVERED AREA / SWSA AREA	3 CURRENT GOALS	4 REPORTING PERIOD
2 This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.		2 EMPLOYERS: D NO	MINORITY:	FROM:
			FEMALE:	TO:

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts.

COVERED AREA 5' x 4' 2 1/2"

### 3 CURRENT GOALS

4 REPORTING PERIOD

MINORITY

FROM

FEMALE

TO

NAME AND LOCATION OF CONTRACTOR

FEDERAL  
FUNDING  
AGENCY

[illegible]

11 COMPANY OFFICIAL'S SIGNATURE AND TITLE

12. TELEPHONE NUMBER (Include area code)

13. DATE SIGNED

**PAGE**

01

## INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (CC-257)

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal compliance agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U.S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area.)

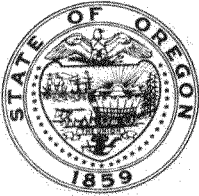
Compliance Agency .....	U.S. Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)
Federal Funding Agency .....	U.S. Government agency funding project (in whole or in part). If more than one agency, list all.
Contractor .....	Any contractor who has a construction contract with the U.S. Government or a contract funded in whole or in part with Federal funds.
Minority .....	Includes Blacks, Hispanic, American Indians, Alaskan Natives, and Asian and Pacific Islanders—both men and women.
1. Covered Area .....	Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number .....	Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U.S. Treasury Department Form 941).
3. Current Goals (Minority & Female) .....	See contract Notification.
4. Reporting Period .....	Monthly, or as directed by the compliance agency, beginning with the effective date of the contract.
5. Construction Trade .....	Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) .....	a. The total number of male hours and the total number of female hours worked by employees in each classification.  b-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
Classification .....	The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee)
7. Minority Percentage .....	The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female Percentage .....	For each trade the number reported in 6a, F divided by the sum of the numbers reported in 6a, M and F.
9. Total Number of Employees .....	Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total Number of Minority Employees .....	Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period.

***PREVAILING WAGE RATES***  
***for***  
***Public Works Contracts in Oregon***



*Mary Wendy Roberts*  
*Commissioner*  
*Bureau of Labor and Industries*

**Effective January 1, 1989**



## BUREAU OF LABOR AND INDUSTRIES

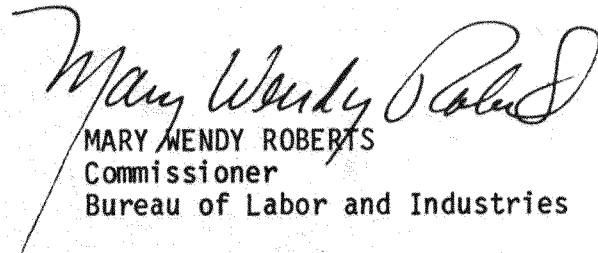
Mary Roberts, Commissioner

January 1, 1989

This booklet contains the Prevailing Wage Rates for the building and construction trades in the State of Oregon. These rates are effective January 1, 1989. These rates have been amended in accordance with ORS 279.348 through ORS 279.365.

Prevailing Wage Rates are the minimum wages that must be paid to all workers employed in the construction, reconstruction, major renovation or painting of any public works. Copies of these rates must be incorporated into all bid specifications when the advertisement for a public works contract is issued. A provision that Prevailing Wage Rates be paid must also be put in the contract. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project, with one exception; if during the bidding process the Prevailing Wage Rates change, the public contracting agency has the option of amending the bid specifications to reflect such changes.

If you identify any errors in the rates published, please bring them to the attention of the Prevailing Wage Rate Analyst in Portland (229-6655). If you have any questions about the manner in which the Prevailing Wage Rates are enforced, contact the Wage and Hour Division in Portland (229-5750).

  
MARY WENDY ROBERTS  
Commissioner  
Bureau of Labor and Industries

**PORTLAND**  
1400 SW 5th Avenue  
Portland, Oregon 97201

**MEDFORD**  
700 E. Main  
Medford, Oregon 97504

**SALEM**  
3865 Wolverine St. NE; E-1  
Salem, Oregon 97310

**COOS BAY**  
320 Central Ave., Suite 510  
Coos Bay, Oregon 97420

**BEND**  
1250 NE 3rd, Suite B105  
Bend, Oregon 97701

**EUGENE**  
165 E. 7th Street, Suite 220  
Eugene, Oregon 97401

**PENDLETON**  
700 SE Emigrant, Suite 240  
Pendleton, Oregon 97801

AN EQUAL OPPORTUNITY EMPLOYER

CORRECTION  
OF THE FEBRUARY 20, 1989 AMENDMENT  
OF PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

Please disregard the paragraph concerning Power Equipment Operators. There has been no change in the fringe benefits of Power Equipment Operators. The paragraph should have said,

Fringe Benefits of Truck Drivers are increased \$.25 per hour, to \$4.95.

The section of the Amendment concerning Asbestos Workers is correct.

We apologize for any confusion or inconvenience this error may have caused.

The effective date of the Amendment and the correction is February 20, 1989.



AN AMENDMENT TO THE JANUARY 1, 1989  
PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

February 20, 1989

There have been changes in the Prevailing Wage Rates of 2 different trades since the most recent PWR Booklet appeared on January 1, 1989.

1. Fringe benefits of Power Equipment Operators are increased \$.25 per hour, to \$4.95.
2. Asbestos Workers rates have been restructured to reflect the size and type of project.

Asbestos Workers	Wage Rate	Fringe Benefits
HVAC work	\$16.00	\$4.03
Non-HVAC work on contracts and subcontracts less than \$100,000 **	\$17.00	\$4.03
Non-HVAC work on contracts and subcontracts of \$100,000 or more **	\$17.49	\$4.03

JURISDICTIONAL NOTE: The removal of all insulation materials from mechanical systems(pipes, boilers, ducts, flues, breechings, etc.) is exclusively the work of Asbestos Workers, unless the mechanical systems are going to be scrapped. (It does not matter whether the insulation materials contain asbestos.) Laborers do all removal of insulation materials on mechanical systems to be scrapped and any non-mechanical insulation. They also do loading of any insulation materials that have already been removed, bagged, and tagged, as well as cleanup at the removal site and all work done at the disposal site.

Laborers trained for removal of Asbestos are considered Class 3.

\*\* If the insulation work is done under a subcontract, the total value of the subcontract determines which rate applies. If the insulation work is done without a subcontract, the total value of the project determines which rate applies. (This method of determining the appropriate rate to be paid is different from the method used for Carpenters, Laborers, Power Equipment Operators, and Truck Drivers, which always refers to the value of the total project. This method also has no bearing on the standard for calculating whether a public works project is subject to Oregon Prevailing Wage Rates. That standard is based on the value of the total project.)

ALL RATES IN THE JANUARY 1989 BOOKLET WHICH ARE NOT AMENDED REMAIN IN FORCE!

## ANNOUNCEMENT

The Prevailing Wage Rates contained in this booklet generally reflect those rates determined for Oregon by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act; certain changes have been made to better reflect prevailing practices in Oregon. Pursuant to ORS 279.348 to ORS 279.365, these rates have been adopted for use on public works contracts in Oregon. If you have specific questions regarding how rates are determined or if you would like a copy of this booklet, please contact:

Prevailing Wage Rate Analyst  
Bureau of Labor and Industries  
1400 S. W. 5th Avenue,  
Portland, OR 97201  
(503)229-6655

The first copy is free. Additional copies are available for 75¢ each.

## GENERAL INFORMATION

Information in this section and in the "Commonly Asked Questions" is meant to provide a convenient reference to Oregon's Prevailing Wage Rate Law. It is in no way a complete statement of the laws and rules.

If you have questions about the enforcement of Prevailing Wage Rates, please contact the Wage and Hour Division. Division offices may be reached at the following phone numbers:

Bend	388-6330
Eugene	686-7623
Medford	776-6201
Pendleton	276-7884
Portland	229-5750
Salem	378-3292

## Apprentices and Trainees

Apprentices and trainees may be employed on public works. To qualify as an apprentice or trainee, the worker must be registered in a bonafide apprenticeship or training program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship and Training Agency recognized by BAT. The apprentice or trainee is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship or training committee. All other workers must receive rates as published.

## Zone Pay

In certain trades, the basic hourly rate of pay progressively increases based upon the distance between the job site and a designated landmark; this is commonly referred to as zone pay. To determine the hourly wage, find the correct zone based on the number of road miles the job site is from the closest designated city (based either on distance from city hall or from geographical center of the city, depending on the trade) and add the amount for that zone to the basic hourly rate. Zone pay, unlike travel pay, is the basic hourly wage upon which overtime is computed.

## Bid Specifications

The specifications for every public works contract must include the current Prevailing Wage Rates in effect at the time the specifications are first advertised. A statement incorporating the existing rates by reference will not satisfy this requirement (ORS 279.352).

NOTE: If a public agency fails to include the Prevailing Wage Rates in the contract specifications or fails to include in the contract the provision that Prevailing Wage Rates must be paid, the liability for any unpaid prevailing wages could be exclusively that of the agency.

## Fringe Benefits

Payments for fringe benefits are in addition to the basic hourly rate. Fringe benefits means the amount for:

- a) medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from an occupational activity, or insurance to provide any of the foregoing;
- b) unemployment benefits, life insurance, disability and sickness insurance or accident insurance;
- c) vacation and holiday pay;
- d) defraying costs of apprenticeship or other similar programs; and
- e) other such bona fide benefits.

NOTE: For the purpose of Prevailing Wage Rates, fringe benefits do not include any benefits which may be required by federal, state or local law (e.g. Workers' Compensation, Unemployment Insurance, etc.).

Fringe benefits may be paid to the worker in cash or to a third party administering a fringe benefit program. When an hourly rate in excess of the required prevailing base rate is paid, the amount by which the rate is exceeded may be credited toward payment of fringe benefits.

## Overtime

Workers employed on a public works job for more than eight hours in a day or 40 hours in a week must be paid overtime for each additional hour so worked (ORS 279.334). Overtime is calculated at no less than one and one-half times the basic hourly rate as determined by the Commissioner of Labor (not including fringe benefits which are paid at the straight rate for every hour worked). In the computation of overtime, travel pay does not need to be included but zone pay differentials do.

Work performed on Saturday, Sunday or legal holidays must also be compensated at time and one-half. Legal holidays for purposes of Prevailing Wage Rates include the following: 1) New Year's Day on January 1; 2) Memorial Day on the last Monday in May; 3) Independence Day on July 4; 4) Labor Day on the first Monday in September; 5) Thanksgiving Day on the fourth Thursday in November; 6) Christmas Day on December 25.

NOTE: Contractors who are signatory to a collective bargaining agreement may be subject to different overtime requirements (ORS 279.334[3]).

## Certification of Payroll

The law requires every contractor and subcontractor to file certain information on wages paid to each worker employed on a public works contract. This statement must completely and accurately reflect payroll records for the work week immediately preceding the submission. A contractor or subcontractor must complete and submit the certified statement contained on Form WH-38 as well as the information required on the weekly payroll side of the form. A copy of Form WH-38 and instructions for completing it are included in the back of this booklet; xeroxed copies may be used for filing.

The schedule for submitting payroll information is as follows: once within 15 days of the date the contractor or subcontractor first began work on the project and once before the final inspection of the project by the public contracting agency; in addition, for projects exceeding 90 days, submissions are to be made at 90 day intervals. Payroll information is to be filed with both the public contracting agency and the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201. The payroll information must be kept by the contractor and or subcontractor for three years.

## COMMONLY ASKED QUESTIONS

### 1) What are "Prevailing Wage Rates?"

A prevailing wage rate is the minimum wage, including fringe benefits to be paid workers employed on contracts for public works. Different rates are established for specific trades and specific geographical areas.

### 2) Who must be paid "Prevailing Wage Rates?"

All employees of a contractor or subcontractor engaged on a public works project when the total price of the project is \$10,000 or more must receive at least the Prevailing Wage Rate (PWR) for time worked on the project, unless otherwise exempt.

Supervisory and office/clerical employees are not required to be paid the PWR. A person who owns and operates his/her own truck or other hauling equipment on construction projects (Owner/Operator) is not required to be paid the PWR.

### 3) What about contracts when Federal funds are used?

When more than \$2,000 of federal funds are involved, the contract is usually subject to the provisions of the Davis-Bacon Act, not Oregon statutes. Further information may be obtained from the U.S. Department of Labor, Wage and Hour Division, Portland, Oregon (221-3057). However, in the event that federal funds are involved, but the contract is not regulated under Davis-Bacon, Oregon's Prevailing Wage Rates Statutes may apply (ORS 279.348 - 279.365).

### COMMONLY ASKED QUESTIONS (Continued)

4) I don't have a pension fund. How do I calculate fringe benefits?

Workers must receive at a minimum the sum of the basic hourly rate plus all fringe benefits for each hour worked on a public works contract. Fringe benefits may be paid either to a third party trust account or in cash directly to the worker.

5) What if the employees are not paid on an hourly basis?

All workers must receive at least the basic hourly rate of wage and fringe benefits for each hour worked on the project. If an employee is paid other than on an hourly basis, the equivalent hourly rate (for both wages and fringe benefits) must still be at least equal to the rates published.

6) How do I classify workers?

Virtually all of the job classifications/trades normally used in the construction industry are represented by the job classifications used in this PWR publication. These classification titles should be used according to common practice. Try to fit your workers into existing classifications. If you have questions about how to classify workers, contact the Wage and Hour Division at 229-5750 in Portland or at one of the offices listed on page 1 of this booklet.

Laborers who do basic work requiring no specific skills, training or knowledge are generally classified as Group 1 Laborers.

(Note that Landscapers are classified as Laborers, and Ornamental Ironworkers are classified as Ironworkers.)

7) When are new rates determined? How long are they effective?

Prevailing Wage Rates are determined once each year by the Commissioner of the Bureau of Labor and Industries. The Commissioner may amend the rates at any time. The rates are usually amended at least once each year. The rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the contract, with one exception. If during the bidding process the prevailing wage rate changes, the public contracting agency (not the contractor) has the option of amending the bid specifications to reflect such change.

8) How do I post Prevailing Wage Rates?

Every contractor or subcontractor employing workers on a public works project is required to post the applicable Prevailing Wage Rates in a conspicuous and accessible place in or about the work-site.

Rates need to be posted for the duration of the job. Contractors and subcontractors who intentionally fail to post the PWR can be made ineligible to receive any public works contract for up to three years.

### COMMONLY ASKED QUESTIONS (Continued)

- 9) What can I do about a contractor who is not complying with Oregon's PWR law?

File a complaint with the nearest office of the Oregon Bureau of Labor and Industries or contact the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. 5th Avenue, Portland, Oregon 97201 (229-5750). Other Bureau offices are located in Bend (388-6330), Coos Bay (269-4575), Eugene (686-7623), Medford (776-6013), Pendleton (276-7884) and Salem (378-3292). You may also complain to the contracting agency, which has the contractual authority to pay PWR claims directly to a contractor's or subcontractor's workers (ORS 279.314).

- 10) What happens to contractors who do not comply with PWR statutes?

Contractors and subcontractors who pay less than the Prevailing Wage Rates may be liable to the workers affected for the amount found due plus an equal amount as liquidated damages (ORS 279.356). Contracting agencies also have the contractual authority to withhold payments due or to be due to the contractor or subcontractor in order to pay the unpaid prevailing wages directly to the worker (ORS 279.314).

Contractors and subcontractors who intentionally refuse to pay the Prevailing Wage Rate to workers employed on public works or to post the PWR on the job site may be determined to be ineligible to receive any public works contracts for a period of up to three years (ORS 279.361). Workers employed by the contractor or subcontractors have a right of action against the surety of the prime contractor for any unpaid prevailing wages.

A list is kept of all contractors, subcontractors, and other persons ineligible to receive public works contracts and subcontracts. When a contractor or subcontractor is a corporation, the individual officers and agents of the corporation can be debarred, in addition to the corporation. As a result, individuals who intentionally fail to pay or post the PWR are prevented from simply moving from one corporation to another.

- 11) How much do I pay apprentices?

To qualify as an apprentice, the worker must be registered in a bona fide apprenticeship program of the U.S. Department of Labor, Bureau of Apprenticeship and Training (BAT) or with any State Apprenticeship Agency recognized by BAT. The apprentice is to receive all fringe benefits and a percentage of the journeyman's wage rate; the appropriate percentage shall be determined by the apprenticeship committee. All other workers receive rates as published.

### COMMONLY ASKED QUESTIONS (Continued)

12) What records must I keep? For how long?

Contractors and subcontractors are required to keep records necessary for determining if Prevailing Wage Rates were paid. These records must include the Payroll and Certified Statement Form (WH-38) as well as the following: The name and address of each employee; the work classification(s) of each employee; the rate(s) of wages and fringe benefits paid to each employee; the rate(s) of fringe benefit payments made in lieu of those required to be provided to each employee; total daily and weekly compensation paid to each employee; daily and weekly hours worked by each employee; apprenticeship and training agreements; any payroll and other such records pertaining to the employment of employees upon a public works contract.

These need to be kept for a period of three (3) years from the completion of the public work contract. Records relating to public works contracts must be maintained separately from records relating to private projects/contracts.

13) What forms are public agencies required to file with the Bureau of Labor and Industries?

Public agencies are required to prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement that the agency intends to fund during the subsequent budget period (ORS 279.023[2]). If, after the original filing, the agency plans additional public improvements, a revised list is to be submitted (OAR 839-16-008[2]).

The "Notice of Award of Public Works Contract" is to be filed with the Wage and Hour Division within 30 days of the date when a contract is awarded which requires the payment of Prevailing Wage Rates (i.e., is regulated under ORS 279.348 to 279.365).

Copies of the "Planned Public Improvement Summary" (Form No. WH-118), the "Capital Improvement Project Cost Comparison Estimate" (WH-119), and the "Notice of Award of Public Works Contract" (WH-81) can be found at the back of this booklet.

14) Does a contracting agency have any power to enforce payment of Prevailing Wage Rates on its public works projects?

Yes. According to ORS 279.314, all public contracts for work or services must contain a clause or condition permitting the contracting agency to pay a worker's past due wage claim, charging the payment against funds due or to become due to the contractor.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>ASBESTOS WORKERS</b>		
Including insulation of piping and other mechanical surfaces.	\$15.40	\$4.03
<b>BOILERMAKERS</b>	20.58	4.80
<b>BRICKLAYERS/Stonemasons</b>		
Area 1	18.28	3.68
Area 2	17.65	3.82
<b>Area 1</b>		
Baker Hood River Polk Wallowa		
Clackamas Malheur (a) Sherman Wasco (b)		
Clatsop Marion Tillamook Washington		
Columbia Morrow Umatilla Yamhill		
Gilliam Multnomah Union		
<b>Area 2</b>		
Benton Douglas Josephine Linn		
Crook Grant Klamath Malheur (c)		
Coos Harney Lake Wasco (d)		
Curry Jackson Lane Wheeler		
Deschutes Jefferson Lincoln		
a) North half		
b) North of the City of Maupin		
c) South half		
d) Including the City of Maupin and South thereof		
<b>CARPENTERS (see page 11)</b>		
<b>CEMENT MASONS</b>		
Zone 1 (Base Rate):		
o Cement Masons	16.69	4.97
o Composition Workers (includes installation of epoxy & other resinous toppings), and Power Mach. Oper.	17.01	4.97
Zone Differential for Cement Masons (Add to Zone 1 Rate)		
Zone 2	.65	
Zone 3	1.15	
Zone 4	1.70	
Zone 5	2.75	
<b>Zone 1: Projects within 30 miles of City Hall in the cities listed below.</b>		
<b>Zone 2: More than 30 miles but less than 400 miles.</b>		
<b>Zone 3: More than 40 miles but less than 50 miles.</b>		
<b>Zone 4: More than 50 miles but less than 80 miles.</b>		
<b>Zone 5: More than 80 miles.</b>		
<b>Cities</b>		
Bend Corvallis Coos Bay Roseburg Eugene		
Pasco The Dalles Medford Longview K. Falls		
Salem Pendleton Astoria Portland Newport		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>DIVERS &amp; DIVERS' TENDERS</b>		
o Divers	43.62	3.67
o Divers' Tenders	19.29	3.67
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
DIVERS' TOTAL HOURLY PAY		
o Divers' Depth Pay		
Depth of Dive		Hourly Depth Pay
50-100 ft		[(total ft- 50) x \$1.00]/hr.
100-150 ft		\$ 50 + [(total ft-100) x \$1.50]/hr.
150-200 ft		\$125 + [(total ft-150) x \$2.00]/hr.
o Divers' Enclosure Pay(working without vertical escape)		
Distance Travelled In the Enclosure		Hourly Enclosure Pay
5 - 50 ft		\$ .50/hr
50 - 100 ft		\$ .63/hr
100 - 150 ft		\$ 2.13/hr
150 - 200 ft		\$ 4.63/hr
200 - 300 ft		\$ 4.63 + [(total ft-200)x \$.05)/hr
300 - 450 ft		\$ 9.63 + [(total ft-300)x \$.10)/hr
450 - 600 ft		\$24.63 + [(total ft-450)x \$.20)/hr
<b>DREDGING</b>		
o Leverman-Hydraulic	19.49	5.17
o Leverman-Dipper	20.27	5.17
o Asst. Engineer (including: Watch Engineer, Welder, Mechanic, Machinist)	18.88	5.17
o Tenderman (Boatman, Attending Dredge Plan); Fireman	18.43	5.17
o Assistant Mate (Deckhand); Oiler	18.04	5.17
<b>DRYWALL/WETWALL</b>		
o Drywall (Accoustical and Drywall Applicator)	15.95	4.02
o Wetwall (Lather)	14.70	5.27
<b>ELECTRICIANS</b>		
<b>Area 1:</b>		
o Electricians	16.25	3.32
o Cable Splicers	17.88	3.40
<b>Area 2:</b>		
o Electricians	20.71	5.63
o Cable Splicers	21.75	5.66
<b>Area 3:</b>		
o Electricians	16.50	4.94



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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#### ELECTRICIANS (continued)

##### Area 4:

Where the cost of electrical work (labor and material) is less than or equal to \$100,000:

o Electricians	17.45	3.04
o Cable Splicer	19.20	3.10

Where the cost of electrical work (labor and material) is more than \$100,000:

o Electricians	17.95	3.06
o Cable Splicer	19.75	3.11

##### Area 5:

o Electricians	19.80	4.69
o Cable Splicers	20.55	4.72

##### Area 6:

o Electricians	17.20	4.12
o Cable Splicers	18.92	4.17

<u>Area 1</u>	<u>Area 2</u>	<u>Area 2(cont)</u>	<u>Area 3</u>
Malheur	Baker Gilliam Grant Morrow	Umatilla Union Wallowa Wheeler	Coos Curry Lincoln Douglas (a) Lane (a)

<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>
Benton Crook Deschutes Jefferson Lane (b) Linn Marion Polk Yamhill(c)	Clackamas Clatsop Columbia Hood River Multnomah Sherman Tillamook Wasco Washington Yamhill (d)	Harney Jackson Josephine Klamath Lake Douglas (b)

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

#### ELEVATOR CONSTRUCTORS

##### Area 1

o Mechanic	18.88	4.33 + a
o Helper	13.22	4.33 + a
o Probationary Helper	9.44	-

##### Area 2

o Mechanic	19.22	4.33 + a
o Helper	13.45	4.33 + a
o Probationary Helper	9.61	-

- a) Plus 10.8% of basic hourly rate for employees with more than 5 years of service; 8.8% of basic hourly rate for 6 months to 5 years of service.

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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#### ELEVATOR CONSTRUCTORS (continued)

##### Area 1

Umatilla  
Wallowa  
Union  
Baker

##### Area 2

All  
Remaining  
Counties

#### GLAZIERS

Area 1	17.97	3.08
Area 2	13.76	1.72

##### Area 1

All Counties  
except Malheur

##### Area 2

Malheur

#### HIGHWAY AND PARKING STRIPERS

18.14	1.05
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#### IRONWORKERS

o Structural, Reinforcing, Ornamental, Riggers, Fence Erectors, Signal Men	18.26	5.81
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#### LABORERS (see page 11)

#### LIMITED ENERGY ELECTRICIANS

May only be used for electrical work not exceeding 100 va:

Area 1	9.50	2.28
Area 2	9.95	1.53
Area 3	9.44	2.00
Area 4	9.69	2.14
Area 5	10.57	2.17
Area 6	9.55	2.28
Area 7	9.88	1.77
Area 8	9.40	2.18
Area 9	9.92	1.70
Area 10	9.81	1.59
Area 11	10.65	1.66
Area 12	12.78	1.69
Area 13	10.79	2.04
Area 14	10.54	1.84

Area 1	Clatsop, Columbia, Tillamook
Area 2	Clackamas, Multnomah, Washington
Area 3	Marion, Polk, Yamhill
Area 4	Benton, Lincoln, Linn
Area 5	Lane
Area 6	Douglas
Area 7	Coos, Curry
Area 8	Jackson, Josephine
Area 9	Hood River, Sherman, Wasco
Area 10	Crook, Deschutes, Jefferson
Area 11	Klamath, Lake
Area 12	Gilliam, Grant, Morrow, Umatilla, Wheeler
Area 13	Baker, Union, Wallowa
Area 14	Harney, Malheur

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<u>LINE CONSTRUCTION</u>			<u>MARBLE SETTERS</u> (Includes Granite)			
<u>Area 1</u>			<u>Area 1</u>			
Zone 1 (Base Rate):			19.28 3.68			
o Group 1	21.68	4.31	<u>Area 1</u>			
o Group 2	19.59	4.24	Baker	Hood River	Sherman	Wallowa
o Group 3	15.35	4.09	Clackamas	Malheur (a)	Tillamook	Wasco (b)
o Group 4	16.89	3.34	Clatsop	Morrow	Union	Washington
o Group 5	14.78	3.27	Columbia	Multnomah	Umatilla	Yamhill (a)
o Group 6	13.90	3.24	Gilliam			
Zone Differential (Add to Zone 1 Rate)			a) North half b) North of the City of Maupin			
Zone 2	2.40		<u>PAINTERS &amp; DRYWALL TAPERS</u>			
Zone 3	3.15		<u>Area 1</u>			
Zone 4	3.90		o Painter & Drywall Tapers 12.02 2.01			
Zone 5	5.15		<u>Area 2</u>			
Group 3 receives Zone 1 Rate ONLY			o Brush 13.21 3.26			
(No Zone Differential)			o Spray, sandblasting, other			
<u>Area 2:</u>			pressure blasting over			
o Cable Splicers	18.06	2.88	3000 psi, and			
o Journeyman Lineman	16.42	2.82	steam cleaning 13.71 3.26			
o Line Equip. Mech.			o Wall covering including:			
(Right-of-way)	15.55	2.79	paper hanging, gilding,			
o Line Equip. Oper.	14.81	2.77	and mural painting 13.71 3.26			
o Line Equip. Srvcmn	14.57	2.76	o Bridges or Over 50'			
o Groundman	11.55	2.65	-Brush 13.96 3.26			
			-Spray 14.46 3.26			
			o Drywall Tapers 15.71 4.29			
<u>Area 1</u>			<u>Area 1</u>			
All counties except Malheur County			Malheur County			
<u>Zone 1:</u> 0 to 3 miles from the geographical			<u>Area 2</u>			
center of Medford and Portland			Remaining Counties			
<u>Zone 2:</u> 0 to 20 miles from the geographical			<u>PLASTERERS</u>			
center of Astoria, Baker, Burns, Bend,			<u>Area 1</u>			
Corvallis, Eugene, Klamath Falls,			17.35 4.02			
Lakeview, Longview, Pendleton, Salem,			<u>Area 2</u>			
Roseburg, The Dalles, Umatilla (NOTE:			17.18 4.01			
for Portland and Medford, Zone 2 is 3			<u>Area 1</u>			
to 20 miles)			Area 1(cont) Area 1(cont) Area 2			
<u>Zone 3:</u> 20 to 35 miles radius			Benton Deschutes Lincoln (b) All			
<u>Zone 4:</u> 35 to 50 miles radius			Coos Harney Linn (b) remaining			
<u>Zone 5:</u> Over 50 miles radius			Crook Jefferson Wasco (b) counties			
			Curry Klamath (a) Wheeler (b)			
			Douglas Lane			
<u>Group 1</u>			a) Northern one-third b) South half			
Cable Splicers			<u>PLUMBERS &amp; STEAMFITTERS/PIPEFITTERS</u>			
Leadman Pole			<u>Area 1 (Both)</u>			
Sprayer			19.08 4.85			
			<u>Area 2 (Both)</u>			
			21.75 4.91			
<u>Group 3</u>			<u>Area 3 (Both)</u>			
Tree Trimmer			-on projects less than 20,000 sq. ft.			
			13.70 3.23			
			-on all other projects			
			17.50 4.00			
<u>Group 5</u>			<u>Area 1</u>			
Head Groundman			Area 2			
Jackhammer Man			Area 3			
Powderman			Baker Grant (b) All remaining counties			
			Harney (a) Morrow			
			Malheur Umatilla			
			Wallowa			
			Union			
			a) Except Northwest Portion			
			b) Except Southwest Corner			
<u>Area 2</u>			<u>POWER EQUIPMENT OPERATORS</u> (see page 11)			
Malheur County						

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	
<b>ROOFERS</b>			<b>SOFT FLOOR LAYERS</b>			
Area 1:			Area 1	15.15	3.42 + b	
o Roofers	15.10	3.70	Area 2	12.99	2.01	
o Handling coal tar pitch	16.61	3.70	b) plus 4% of basic hourly rate for employees with less than one year of service, 6% for those with more than one year.			
Area 2:			Area 1 - All counties except Malheur County			
o Roofers(a)	15.04	2.93	Area 2 - Malheur County			
Area 3:			<b>SPRINKLER FITTERS</b>	20.30	3.90	
o Roofers	14.15	2.70	<b>TENDERS TO MASON TRADES</b>			
(Add \$1.50 per hour to Fringe for work with irritable Bituminous material.)			Tenders for Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers; Topping for Cement Finishers and Morter Mixers.			
Area 4:				14.71	3.90	
o Roofers	14.75	3.35	<b>TENDERS TO PLASTERERS</b>			
(Add \$2.00 per hour to Fringe for work with irritable Bituminous materials)				14.22	3.90	
Area 5:			<b>TILE SETTERS</b>			
o Roofers	11.55	3.55	Area 1	17.10	3.55	
(Add \$3.00 per hour to Fringe for work with irritable Bituminous materials)			Area 2	16.05	2.65	
Area 1	Area 1(cont)	Area 2	Area 1	Area 1(cont)	Area 2	Area 2(cont)
Baker	Multnomah	Benton	Baker	Polk	Benton	Josephine
Clackamas	Sherman	Coos	Clackamas	Sherman	Coos	Klamath
Clatsop	Tillamook	Crook	Clatsop	Tillamook	Crook	Lake
Columbia	Wasco	Curry	Columbia	Umatilla	Curry	Lane
Jefferson	Washington	Deschutes	Gilliam	Union	Deschutes	Lincoln
Gilliam	Wheeler	Douglas	Hood River	Wallowa	Douglas	Linn
Grant		Harney	Malheur(a)	Wasco (b)	Grant	Malheur (c)
Hood River		Jackson	Marion	Washington	Harney	Wasco (d)
		Josephine	Morrow	Yamhill	Jackson	Wheeler
			Multnomah		Jefferson	
Area 3	Area 4	Area 5	a) North half	c) South half		
Malheur	Umatilla	Morrow	b) North of Maupin	d) Maupin and south thereof		
	Union					
	Wallowa					
<b>SHEETMETAL WORKERS</b>			<b>TILE &amp; TERRAZZO HELPERS</b>			
Area 1	Building Trades		Area 1	13.32	2.20	
	Journeyman	16.80	Area 1			
	Architectural (a)		Baker	Hood River	Sherman	Wallowa
	Journeyman	14.64	Clackamas	Gilliam (a)	Tillamook	Wasco (b)
Area 2		16.28	Clatsop	Morrow	Umatilla	Washington
Area 3		18.86	Columbia	Multnomah	Union	Yamhill (a)
Area 4		16.34	Malheur (North Half)	Yamhill (North Half)		
Area 1			Wasco (North of Maupin)			
Benton	Gilliam	Linn	Tillamook			
Clackamas	Grant	Marion	Wasco			
Clatsop	Harney	Multnomah	Washington			
Columbia	Hood River	Polk	Wheeler			
Crook	Jefferson	Sherman	Yamhill			
Deschutes	Lincoln					
Area 2	Area 3	Area 4	Area 4 (cont)			
Baker	Morrow	Coos	Josephine			
Malheur	Umatilla	Curry	Klamath			
	Union	Douglas	Lake			
	Wallowa	Jackson	Lane			
a) Architectural work is job-site exterior work only on gutters, downspouts, scuppers, conductor heads, flashing, metal roofing and siding, including job-site roll formed, decking, louvers, gravity type ventilators, fascia, soffits, window wall, column covers, pre-engineered metal buildings and sandwich type wall systems such as Alucobond, Robertson, Molenco or Inryco.			<b>TRUCK DRIVERS (see Page 11)</b>			
			<b>WELDERS; RIGGERS</b>			
			Receive rate for craft performing operation to which welding and rigging are incidental.			
			*****			

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS, LABORERS, POWER EQUIPMENT OPERATORS  
and TRUCK DRIVERS**

Under the following circumstances a rate lower than the basic hourly rate may be used for these four trades:

The lower rate applies to all public works projects of less than \$1.0 million. The lower rate also applies to projects under \$1.5 million involving the construction, reconstruction, major renovation or painting of buildings, bridges or docks. (When the amount is between \$1.0 and \$1.5 million the work done on a building, bridge or dock must constitute at least 20% of the total project price to use the lower rates.) In determining the \$1.5 million figure, do not include the cost of underground utilities (i.e., the amount of the contract dedicated to facilities for electricity, water, gas, sewerage including storm water, and communications) which are five feet or more outside of and away from the building, bridge or dock and are subordinate and incidental to the major purpose of the project.

NOTE: In determining whether or not the lower rates are applicable, consider the total project cost, and not the cost of any individual contract (or schedule) within that project.

**ZONE RATES AND DESCRIPTIONS**

Zone Differential for Carpenters (Groups 1 and 2 only), Laborers, Power Equipment Operators and Truck Drivers

(Add to Zone 1 Rate)

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

Zone 1: Projects within 30 miles of City Hall in the Cities listed below.

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

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

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

Zone 5: More than 80 miles.

**Cities**

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

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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**CARPENTERS** (See preceding column for explanation of when the lower rates may be used)

LESS THAN  
100%      100%

**Zone 1 (Base Rate):\***

o Group 1	14.79	17.77	3.67
o Group 2	14.91	17.92	3.67
o Group 3	14.99	18.02	3.67
o Group 4	15.11	18.17	3.67
o Group 5	14.87	17.87	3.67
o Group 6	14.95	17.97	3.67

\*NOTE: Zone rates for Carpenter Groups 1 and 2 are listed in the preceding column. Zone rates for Carpenter Groups 3 through 6 are listed below.

Zone Differential for Groups 3 through 6 Only  
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	1.95
Zone 6	2.80

Zones for Groups 3, 4, 5 and 6 Carpenters are determined by the distance between the project site and either 1) the worker's residence or 2) City Hall of a reference city for the appropriate group shown below, whichever is closer.

Zone 1: 0-30 miles.  
Zone 2: 30-40 miles.  
Zone 3: 40-50 miles.  
Zone 4: 50-60 miles.  
Zone 5: 60-70 miles.  
Zone 6: Over 70 miles.

**Cities for Groups 3 and 4**

Corvallis	Longview	North Bend	The Dalles
Eugene	Medford	Portland	

**Cities for Groups 5 and 6**

Astoria	Eugene	Newport	Salem
Bend	Klamath Falls	Portland	The Dalles
Coos Bay	Medford	Roseburg	

**Group 1**

Auto. Nailing Machine  
Carpenters  
Form Stripper  
Manhole Builders

**Group 2**

Floor Layers & Finishers  
Stationary Power Saw  
Operators  
Wall & Ceiling Insulators

**Group 3**

Millwrights  
Machine Erectors

**Group 4**

Certified Welders

**Group 5**

Bridge, Dock & Wharf  
Builders  
Piledrivermen

**Group 6**

Boom Men

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<u>LABORERS</u> <sup>1</sup>			<u>LABORERS</u> (continued)		
	LESS THAN 100%	100%	a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project		
Zone 1 (Base Rate): <sup>2</sup>			b) Power saw		
o Group 1	11.17	13.34 4.90	c) And similar types		
o Group 2	11.45	13.69 4.90	d) Concrete, rock, etc.		
o Group 3	11.69	13.99 4.90	e) Charred Materials		
o Group 4	11.89	14.24 4.90	f) Of all materials of an irritating nature including cement and lime		
o Group 5	9.00	10.00 4.90	g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers, Vibrators (less than 4" diameter)		
o Group 6	8.50	8.50 4.90			
<u>Group 1</u>			<u>Group 3</u>		
Asphalt Plant Laborers	General Laborer ***		Asbestos Removal	Power Saw Operators (d)	
Asphalt Spreaders	Guardrail, Median		Asphalt Rakers	Pumpcrete Nozzlemán	
Batch Weighman	Rail (c)		Bit Grinder	Sand Blasting (dry)	
Broomers	Leverman or Aggregate		Concrete Saw Operator	Sewer Pipe Layers	
Brush Burners/Cutters	Spreader (d)		Drill Doctor	Sewer Timberman	
Carpenter Tender	Material Yard Man (e)		Drill Operators (a)	Track Liners (e)	
Car & Truck Loaders	Powderman Tender		Gunite Nozzlemán	Tugger Operator	
Change-House Man	Railroad Track Laborers		High Scales,	Tunnel-Chuck Tenders,	
Choke Setter	Ribbon Setters (f)		Strippers, Drillers(b)	Nippers, Timberman	
Chipper Operator (a)	Rip Rap Man (Hand		Laser Beam (c)	Vibrator (4" and larger)	
Clean-up Laborers ***	Placed)		Manhole Builder	Water Blaster	
Concrete Laborers	Road Pump Tender		Powdermen	Welder	
Culvert (hand labor)	Sewer Laborer				
Curing, concrete	Signalman				
Demolition, wrecking	Skipman				
and moving ***	Slopers				
Driller Tender	Sprayman				
Dry-shack Man	Stake Chaser				
Dumpers, road oiling	Stockpiler				
crew	Timber Faller/Bucker				
Dumpmen for grading	(Hand Labor)				
crew	Toolroom Man (Job site)				
Elevator Feeders	Tunnel Bull Gang				
Fine Graders	(Above Ground)				
Fire Watch	Weight-Man-Crusher (g)				
Form Strippers (b)					
a) Pittsburg or similar types					
b) Not swinging stages					
c) Reference Post, Guide Post, or					
Right-of Way Marker					
d) Flaherty, Loading Spotters or similar types					
e) Including electrical					
f) Including steel forms					
g) Aggregate when used					
*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no reroofing will occur.					
<u>Group 2</u>			<u>Group 4</u>		
Applicators (a)	Gunite or Pot Tender		Laser Beam (Tunnel), applicable when employee assigned to move, set-up, align laser beam		
Brush Cutters (b)	Handlers/Mixers (f)		Tunnel Miners		
Burners	Post Hole Digger, Air,		Tunnel Powderman		
Choker Splicer	gas or electric				
Clary Power Spreader(c)	Power Tool Operators (g)				
Clean-up Nozzlemán	Sand Blasting (wet)				
Green Cutter (d)	Stake Setter				
Concrete Power Buggyman	Tampers				
Crusher Feeder	Tunnel Muckers/Brakeman/				
Demolition/Wrecking (e)	Concrete Crew/Bull				
Grade Checker	Gang (underground)				
Granite Nozzlemán					
Tender					
(Group 2 continues top of next column.)			<u>Group 5**</u>		
			Flagger		
			<u>Group 6**</u>		
			Fence Builder      Landscaping or planting laborer		
			**Groups 5 and 6 were formerly a single group. Note the difference in rates between the two groups now.		

<sup>1</sup> See page 11 for description of when rates less than 100% may be used

<sup>2</sup> See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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# POWER EQUIPMENT OPERATORS<sup>1</sup>

	LESS THAN 100%	100%	
Zone 1 (Base Rate): <sup>2</sup>			
o Group 1	13.04	16.24	5.17
o Group 2	13.19	16.42	5.17
o Group 3	13.31	16.58	5.17
o Group 4	13.47	16.78	5.17
o Group 5	13.51	16.82	5.17
o Group 6	13.59	16.93	5.17
o Group 7	13.65	17.00	5.17
o Group 8	13.76	17.14	5.17
o Group 9	13.83	17.23	5.17
o Group 10	13.90	17.31	5.17
o Group 11	13.91	17.33	5.17
o Group 12	13.99	17.43	5.17
o Group 13	14.07	17.53	5.17
o Group 14	14.27	17.77	5.17
o Group 15	14.42	17.96	5.17
o Group 16	14.62	18.21	5.17
o Group 17	14.78	18.41	5.17
o Group 18	14.98	18.66	5.17
o Group 19	15.12	18.84	5.17

## Group 1

Assistant Conveyor Operator	Partsman (tool room)
Brakeman/Switchman	Pump Operator (a)
Crusher Feeder	Oiler (b)
Deckhand	Scaffolding Operator (c)
Guardrail Punch Oiler	Switchman

- a) Under 4 inches
- b) Including Plant, Crane, Crusher, Guardrail Equipment, and Trenching Machine
- c) Self-propelled

## Group 2

A-Frame Truck Operator (a)	Helicopter Radioman (Ground)
Auger	Oiler (f)
Blade Operator (b)	Roller Operator (g)
Boatman	Tar Pot Fireman (h)
Crane Fireman (c)	Temporary Heating Plant Operator
Driller Tender	Truck Crane Oiler/Driver (i)
Fork Lift or Lumber Stacker (d)	Tugger or Coffin type Hoist Operator
Grade Checker	Welder's Tender
Grade Oiler (e)	
Heavy Duty Repairman Tender	

- a) Single drum
- b) Pulled type
- c) All equipment except floating
- d) On job site
- e) Required to check grade
- f) Including combination guardrail machines
- g) Grading of base rock (not asphalt)
- h) Including power agitated type
- i) 25 ton capacity and over

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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# POWER EQUIPMENT OPERATORS (continued)

## Group 3

Air Filtration Equipment	Hydrographic Seeder Machine (e)
Asphalt Plant Fireman	Hydrostatic Pump
Ballast Jack Tamper	Mixer Box Operator (f)
Bell Boy, Phones, etc	Motorman
Broom Operator (a)	Pugmill Operator (any type)
Bucket Elevator Loader (b)	Pump Operator (g)
Cement Hog	Ross Carrier Operator (h)
Compressor Operator (c)	Tamping Machine (i)
Concrete Saw and Concrete Curing Machine (d)	Truck-mounted Asphalt Spreader (with screed)
Conveyor Operator	Welding Machine Operator
Hydraulic Pipe Press	Wire Mat or Brooming Machine Operator

- a) Self-propelled on job site
- b) Barber Greene and similar type
- c) Any power, under 1250 cubic feet total capacity
- d) Riding type
- e) Straw, pulp or seed
- f) C.T.B. Drybatch, etc.
- g) Any power, 4 inches and over
- h) On job site
- i) Mechanical self-propelled

## Group 4

Combination Mixer & Compressor (a)	Helicopter Hoist Operator
Compactor, including Vibratory	Hydra Hammer or similar types
Compressor (Any Power (b))	Locomotive, under 40 tons
Concrete Mixer Operator (c)	Lull Hi-Lift Operator (d)
Floating Equipment Fireman	Pavement Breaker
Fork Lift, over 5 ton	Pump Operator (e)
	Roller Operator, Oiling C.T.B.
	Screed Operator
	Service Oiler (Greaser)

- a) Gunnite work
- b) Over 1,250 cu. ft. total capacity
- c) Single drum, under five bag capacity
- d) Or similar type
- e) More than 5 (any size)

## Group 5

Chip Spreading Machine Operator	Pulva Mixer or similar types
Concrete Batch Plant Quality Control Operator	Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Elevator Operator	Sweeper, Wayne type (b)
Extrusion Machine	Tractor (c)
Hoist, single drum	Trenching Machine (d)
Lime Spreading (a)	Wagner Pactor (e)
Power Jumbo, setting slip forms, etc. in tunnels.	

- a) On job site
- b) Self-propelled on job site
- c) Rubber-tired 50 H.P. flywheel and under
- d) Maximum digging capacity 3 ft. depth
- e) Or similar type without blade

<sup>1</sup> See page 11 for description of when rates less than 100% may be used

<sup>2</sup> See page 11 for zone rates and descriptions

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS	TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>POWER EQUIPMENT OPERATORS (continued)</b>			<b>POWER EQUIPMENT OPERATORS (continued)</b>		
<u>Group 6</u>			Drill Cat Operator                      Stationary Drag Scraper Drill Doctor                              Surface Heater and Planer Drill Doctor (Bit                      Tractor (g) Grinder)                              Tractor (h) Grizzly Crusher                      Trench Machine (i)		
Asphalt Burner and Reconditioner	Concrete Spreader		a) 5 ton capacity or less		
Cast-In Place Pipe Laying Machine	Curb Machine (b)		b) Or similar type crane-hoist		
Concrete Finishing Machine (A)	Loaders (c)		c) And similar types		
Concrete Joint Machine	Maginnis Internal Full Slab Vibrator		d) All types		
Concrete Paving Machine	Pavement Grinder and/or Grooving Machine (d)		e) Track type 3/8 cu. yds.		
Concrete Planer	Rock Spreaders (e)		f) Front end and overhead, 2 1/2 cu. yds. and under 4 cu. yds.		
a) Clary, Johnson, Bidwell, Burgess, Bridges Deck or similar type			g) With boom attachments		
b) Mechanical Berm, Curb and/or Gutter			h) Rubber-tired over 50 H.P. flywheel		
c) Rubber-tired type, 2 1/2 cu. yds. and under			i) Maximum digging capacity over 3 ft. depth		
d) Riding type					
e) Self-propelled					
<u>Group 7</u>			<u>Group 10</u>		
A-Frame Truck (a)	Grouting Machine		Barge Operator, self-loading	Compactor, multi-engine Dozers and Pushers (c)	
Ballast Regulator	Hydraulic Backhoe (e)		Bulldozer (a)	Driller (d)	
Ballast Tamper (b)	Locomotive, 40 tons & over		Cable Plow (any type)	Jack Operator/Elevating Barges	
Beltcrete	Pot Rammer		Combination H.D. Mechanic-Welder (b)		
Boom Truck	Pumpcrete Operator (any type)		a) Twin engine (TC 12 and similar)		
Churn Drill/ Earth Boring Machine	Roller (any asphalt mix)		b) With dispatcher and/or required to do both		
Concrete Mixer (c)	Shuttle Car		c) Rubber-tired (Michigan, Cat, Hough type)		
Concrete Pump	Tie Spacer		d) Percussion, Diamond, Core, Cable, Rotary and similar type		
Elevating Grader (d)	Tower Mobile Operator				
Fuller-Kenyon and similar	Track Liner				
a) Double drum					
b) Multiple purpose					
c) Single drum, five bag capacity and over					
d) Tractor towed requiring operator or grader					
e) Wheel type 3/8 cu. yds. and under with or without front end attachment 2 1/2 cu. yds. and under (Ford, John Deere, Case type)					
<u>Group 8</u>			<u>Group 11</u>		
Asphalt Paver Operator	Diesel-Electric		Clamshell, Hoe, etc. (a)	Dragline	
Batch Plant and/or wet-mix (a)	Engineer (c)		Combination Guardrail Machines (b)	Grade-Aills (a)	
Belt Loader (b)	Generator Operator		Concrete Breaker	Mixer Mobile	
a) One and two drum			Crane Operator (c)	Mucking Machine (tunnel)	
b) Kolman and Ko Cal types				Shovel	
c) Plant, Crusher, Generator, Floating			a) Under 1 cu. yd.		
			b) i.e., Punch, Auger, etc.		
			c) 25 tons and under		
<u>Group 9</u>			<u>Group 12</u>		
Asphalt Plant Operator	Guardrail Punch and Auger (d)		Batch Plant and/or Wet Mix (a)	Paddle Wheel, Auger Type Piledriver (not crane type)	
Bolt-Threading Machine	H.D. Mechanic and Welder		Blade Mounted Spreaders (b)	Reinforced Tank Banding Machine (K-17 or similar)	
Boom-Type Lifting Device (a)	Hammer Operator		Blade Operator	Rubber-tired Scraper (d)	
Boring Machine	Hydraulic Backhoe (e)		Elevating Loader (c)	Shield Operator	
Bulldozer	Lift Slab Machine		Hoist, two or more drums	Single Scraper (e)	
Cherry Picker (a)(b)	Loader (f)		a) 3 units or more		
Chicago Boom (c)	Machine Tool Operator		b) Ulrich and similar types		
Compactor with Blade	Pipe Cleaning, Doping, Bending and wrapping Machines		c) Athey and similar		
Concrete Cooling Machine	Side-boom Cat		d) Single and twin engine		
Crusher Plant Operator			e) With Push-pull attachments, self loader		
(Group 9 continues top of next column.)					



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>POWER EQUIPMENT OPERATORS (continued)</b>		
<u>Group 13</u>		
Back Filling Machine	Derrick, under 100 tons	
Blade (a)	Elevating Grader (e)	
Blade, multi-engine	Floating Clamshell, etc. (f)	
Blade Operator, finish	Floating Crane (g)	
Bridge Crane	Grade-all, 1 cu. yd.	
Operator (b)	and over	
Cableway Operator (c)	Hoist (h)	
Concrete Paving Road	Piledriver Operator	
Mixer	Shovel, etc (i)	
Crane (d)		
a) Externally controlled by electronic, mechanical hydraulic manes		
b) Locomotive Crane, Gantry and Overhead		
c) 25 ton and over		
d) Over 25 ton and including 40 tons		
e) Operated by Tractor Operator, Sierra, Eculid, or similar		
f) Under 3 cu. yds.		
g) Derrick Barge, less than 30 ton		
h) Stiff Leg, Guy Derrick, or similar, 50 tons and over		
i) 1 cu. yd. and less than 3 cu. yds.		
<u>Group 14</u>		
Rubber-tired Scraper (a)		
Tower Crane Operator		
a) With Tandem Scrapers, self-loading, Paddle Wheel, Auger type, finish and/or 2 or more units		
<u>Group 15</u>		
Loader, 4 cu. yds., but less than 6 cu. yds.		
Rock Hound Operator		
<u>Group 16</u>		
Autograder or "Trimmer"	Floating Crane (Derrick Barge) (c)	
Automatic Concrete Slip Form Paver	Loader (d)	
Cableway (a)	Rubber-tired Scraper (e)	
Concrete Canal Line	Shovel (f)	
Crane (b)	Tandem Bulldozer (g)	
Floating Clamshell, etc., 3 cu. yds. and over	Wheel Excavator (h)	
	Whirley, 80 ton and under	
a) 25 tons and over		
b) Over 40 ton and including 100 ton		
c) 30 ton but less than 80 ton		
d) 6 cu. yds., but less than 12 cu. yds.		
e) With Tandem Scrapers, multi-engine		
f) 3 cu. yds., but less than 5 cu. yds.		
g) Quad-nine and similar		
h) Under 750 cu. yds. per hour		
<u>Group 17</u>		
Canal Trimmer	Loader (c)	
Crane (a)	Shovel, etc. (d)	
Floating Crane (b)	Whirley (e)	
(Group 17 continues top of next column)		

TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
<b>POWER EQUIPMENT OPERATORS (continued)</b>		
a) Over 100 ton and including 200 ton		
b) Derrick Barge, 80 ton, but less than 150 ton		
c) 12 cu. yds. and over		
d) 5 cu. yds. and over		
e) Over 80 ton and including 150 ton		
<b>Group 18</b>		
Band Wagons (a)	Wheel Excavator (d)	
Crane (b)	Whirley (e)	
Floating Crane (c)		
a) In conjunction with Wheel Excavator		
b) Over 200 ton		
c) 150 ton but less than 250 ton		
d) Over 200 ton		
e) 150 ton and over		
<b>Group 19</b>		
Floating Crane (a)	Remote Controlled Earth	
Helicopter (b)	Moving Equipment	
	Under Water Equipment (c)	
a) 250 ton and over		
b) When used in erecting work		
c) Remote or otherwise		
<b>TRUCK DRIVERS<sup>1</sup></b>		
	<u>LESS THAN</u> <u>100%</u>	<u>100%</u>
Zone 1 (Base Rate): <sup>2</sup>		
o Group 1	13.09	15.73 4.70
o Group 2	13.13	15.78 4.70
o Group 3	13.17	15.83 4.70
o Group 4	13.21	15.88 4.70
o Group 5	13.25	15.93 4.70
o Group 6	13.33	16.03 4.70
o Group 7	13.41	16.13 4.70
o Group 8	13.49	16.23 4.70
o Group 9	13.57	16.33 4.70
o Group 10	13.71	16.50 4.70
o Group 11	13.79	16.60 4.70
o Group 12	13.87	16.70 4.70
o Group 13	13.95	16.80 4.70
o Group 14	14.03	16.90 4.70
<b>Work</b>		
		<b>Group</b>
A-Frame or Hydra-lift Truck w/load bearing surface. . . . . 2		
Battery Rebuilder . . . . . 1		
Bus or Man-Haul Driver. . . . . 1		
Concrete Buggies (Power operated) . . . . . 1		
Drivers and Helpers handling Sacked Cement—add 15¢ per hour		
Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof:		
6 cu. yds. and under . . . . . 1		
Over 6 cu. yds. and inc. 10 cu. yds. . . . . 3		
Over 10 cu. yds. and inc. 20 cu. yds. . . . . 6		
Over 20 cu. yds. and inc. 30 cu. yds. . . . . 7		

<sup>1</sup> See page 11 for description of when rates less than 100% may be used.

<sup>2</sup> See page 11 for zone rates and descriptions.



TRADES	BASIC HOURLY RATE	FRINGE BENEFITS
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# TRUCK DRIVERS (continued)

Over 30 cu. yds. and inc. 40 cu. yds . . .	8	
Over 40 cu. yds. and inc. 50 cu. yds . . .	9	
Over 50 cu. yds. and inc. 60 cu. yds . . .	10	
Over 60 cu. yds. and inc. 70 cu. yds . . .	11	
Over 70 cu. yds. and inc. 80 cu. yds . . .	12	
Over 80 cu. yds. and inc. 90 cu. yds . . .	13	
Over 90 cu. yds. and inc. 100 cu. yds. . .	14	
Dumpsters or Similar Equipment--all sizes . . . . .	5	
Flaherty Spreader Driver or Leverman. . . . .	4	
Lift Jitneys, Fork Lifts--all sizes--used in loading, unloading & transporting material on job site. . . . .	1	
Loader and/or Leverman on Concrete Dry Batch Plant, manually operated. . . . .	1	
Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials . . . . .	4	
Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination. . . . .	2	
Lumber Carrier, Driver--Straddle Carrier--used in loading, unloading and transportation of material on job site. . . . .	4	
Oil Distributor Driver or Leverman. . . . .	4	
Pilot Car . . . . .	1	
Slurry Truck Driver or Leverman . . . . .	3	
Solo Flat Bed and Misc. Body Trucks--0-10 tons . . . . .	1	
Transit Mix and Wet or Dry Mix Trucks:		
5 cu. yds. and under . . . . .	1	
Over 5 cu. yds. and inc. 7 cu. yds . . . .	5	
Over 7 cu. yds. and inc. 9 cu. yds . . . .	6	
Over 9 cu. yds. and inc. 11 cu. yds. . . .	7	
Over 11 cu. yds. and inc. 13 cu. yds . . .	8	
Over 13 cu. yds. and inc. 15 cu. yds . . .	9	
Team Drivers. . . . .	2	
Tireman, full-time basis. . . . .	3	
Truck Helper. . . . .	1	
Truck Mechanic--Welder--Body Repairman. . . .	6	
Truck Mechanic Helper . . . . .	1	
Water Wagons (Rated Capacity) up to:		
1600 gallons . . . . .	1	
1600 to 3000 gallons . . . . .	3	
3000 to 5000 gallons . . . . .	4	
5000 to 7000 gallons . . . . .	6	
7000 to 10,000 gallons . . . . .	7	
10,000 to 15,000 gallons . . . . .	8	
Winch Truck--takes classification of truck on which winch is mounted		

<sup>1</sup> See page 11 for description of when rates less than 100% may be used.

<sup>2</sup> See page 11 for zone rates and descriptions.

BUREAU OF LABOR AND INDUSTRIES - WAGE AND HOUR DIVISION

INSTRUCTIONS FOR COMPLETING PAYROLL AND CERTIFIED STATEMENT FORM, WH-38 (Rev 3/84)

General: This form meets needs resulting from the 1983 amendments to the Prevailing Wage Rate Law. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Bureau of Labor and Industries, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This form provides for the contractor's showing of the payroll and all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the certified statement that he/she is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the form follow:

Fill in all boxes at top of form. Be sure to enter the date the contract was first advertised for bid by the contracting agency. This date should appear on the bid documents.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. The address need not be shown on subsequent payrolls unless the address changes. Although not required, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Include group number when appropriate. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: Enter as overtime hours all hours worked in excess of 8 hours per day, all hours worked on Saturday and Sunday and hours worked on legal holidays as defined in ORS 279.334.

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$12.50/2.35. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under ORS 279.334. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS -- Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Commissioner of the Bureau of Labor and Industries shall continue to show on the payroll the basic cash hourly rate and overtime rate paid to employees. Such a contractor shall check paragraph 4(a) of the Certified Statement to indicate that he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the Certified Statement to indicate that he/she is paying fringe benefits in cash directly to employees. Any exceptions shall be noted in Section 4(c).

#### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he/she is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on the project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the project and then the gross amount earned on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Four columns are provided for showing deductions made. If more than four deductions should be involved, use first 3 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of ORS 652.610. If the employee worked on other jobs in addition to this project, show actual deductions from gross wage, but indicate that deductions are based on gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Certified Statement Required by ORS 279.354: While this form need not be notarized, the Certified Statement is subject to the penalties provided by ORS 279.990. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the Statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the Statement.

PAYROLL  
(For Contractor or Subcontractor's Use; See Instruction, Form WH-38A (3/84))

[illegible]

# CERTIFIED STATEMENT

I, \_\_\_\_\_, \_\_\_\_\_  
(Name or signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or surety) (Building or work)  
\_\_\_\_\_ ; that during the payroll commencing on the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, 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 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.

FORM WH-38 (3/84)

(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 worker 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 worker 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) EXEMPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

I have read this certified statement, know the contents thereof and it is true to my knowledge.

NAME AND TITLE	SIGNATURE
<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Surety

File this form with the contracting agency and send a true copy to the Bureau of Labor and Industries, 1400 SW Fifth Ave., Portland, OR 97201

# CAPITAL IMPROVEMENT PROJECT COST COMPARISON ESTIMATE

\_\_\_\_\_  
(Name of State or Local Government Agency)

DEPARTMENT:  
PROPOSED YEAR:  
PROJECT DESCRIPTION:

PROJECT NAME:

FUND:  
PROJECT NUMBER:

Rough Quantity Estimate	Units	Work Class Description	Agency Force Estimate		Agency Contract Estimate	
			Unit Cost	Total Cost	Unit Cost	Total Cost
					</	

\_\_\_\_\_ determines that (Agency Forces)(Contractor) can perform this work at the least cost.  
(Name of Agency) (cross out one)

## PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR -

PAGE OF

(Name of State or Local Government Agency)

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

ORS 279.023 generally states 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 that agency that the agency plans to fund in the budget period... If the agency decides to use its own equipment and personnel for constructing projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 306 State Office Building; Portland, Oregon 97201

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT  
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

2. CONTRACTING AGENCY

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

Submit this completed notice to:  
Wage and Hour Division,  
Prevailing Wage Section,  
1400 S.W. 5th Avenue - Room 306  
Portland, Oregon 97201

3. CONTRACT INFORMATION

A. Contract Name and Number: \_\_\_\_\_

B. Location of work: \_\_\_\_\_

C. County: \_\_\_\_\_

D. Amount of the Award: \$ \_\_\_\_\_

E. Source of Funds: (i.e. 100%  
Federal Funds; 50/50,  
Federal, State; 100% local)

F. Date Contract Awarded: \_\_\_\_\_

G. Date Contract Specifications  
Advertised for Bid:  
\_\_\_\_\_

FORM WH-81 (Rev. 6/88)

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT  
(For Use by Public Agency in Complying with ORS 279.363)

1. PRIME CONTRACTOR

Name ZAK CONSTRUCTION COMPANY

Address 1234 N.W. Camille Street

City, State, Zip Alexandra, OR 97201

Phone Number ( 503 ) 12-4567

2. CONTRACTING AGENCY

Name LOPEZ IRRIGATION DISTRICT

Address 1234 N.W. Shannon Court

City, State, Zip Jamestown, OR 97201

Phone Number ( 503 ) 987-6543

Submit this completed notice to:  
Wage and Hour Division,  
Prevailing Wage Section,  
1400 S.W. 5th Avenue - Room 306  
Portland, Oregon 97201

3. CONTRACT INFORMATION

A. Contract Name and Number:

Dam Repair 100-H

B. Location of work: Becca, Oregon

C. County: Malheur

D. Amount of the Award: \$ 25,000

E. Source of Funds: (i.e. 100%  
Federal Funds; 50/50,  
Federal, State; 100% local)

100% State

F. Date Contract Awarded: July 16, 1985

G. Date Contract Specifications  
Advertised for Bid:  
July 10, 1985

FORM WH-81 (Rev. 6/88)



Date Submitted

(For Clerk's Use)  
Meeting Date 6/27/89  
Agenda No. Int 2

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: PUBLIC GUARDIAN AUDIT

☒ Informal Only June 27, 1989  
(date)

☐ Formal Only \_\_\_\_\_  
(date)

Department NON-DEPARTMENTAL Division COUNTY AUDITOR

Contact DANIEL A. IVANCIE Telephone 248-3320

(If informal, name of person making presentation)

Brief Summary (should include other alternatives explored, if applicable, and clear statement of rationale for the action requested):

Present Internal Audit Report #IAR 1-89 - THE OFFICE OF THE PUBLIC GUARDIAN/CONSERVATOR NEEDS TO IMPROVE SERVICES TO ITS CLIENTS AND TO THE COMMUNITY.

REQUEST TIME CERTAIN

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

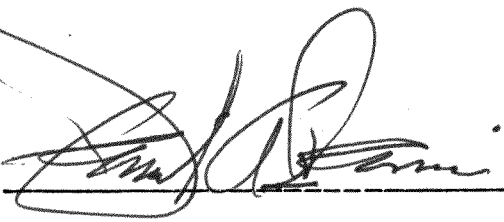
- ☒ Information Only
- ☐ Preliminary approval
- ☐ Policy direction
- ☐ Approval

IMPACT:

- ☐ Personnel
- ☐ Fiscal/Budgetary  
General Fund
- Other \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONER  
1989 JUN 20 PM 4:23  
MULTI-COUNTY  
OREGON

SIGNATURES:

Department Head or County Commissioner 

Office of County Management \_\_\_\_\_

Office of County Counsel \_\_\_\_\_  
(Ordinances, resolutions, agreements, contracts)

Department of Administrative Services \_\_\_\_\_  
(Leases, surplus property, space, purchasing, etc.)

Department of Intergovernmental Relations \_\_\_\_\_  
(Items with impact on other jurisdictions)

REPORT BY THE  
COUNTY AUDITOR

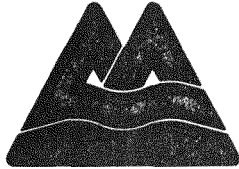


MULTNOMAH COUNTY OREGON

THE OFFICE OF THE PUBLIC  
GUARDIAN/CONSERVATOR NEEDS  
TO IMPROVE SERVICES TO ITS  
CLIENTS AND TO THE COMMUNITY.

IAR 1-89  
MAY 1989

DANIEL A. IVANCIE  
COUNTY AUDITOR



DANIEL A. IVANCIE

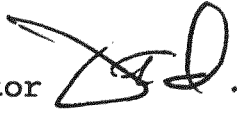
COUNTY AUDITOR  
ROOM 1500, PORTLAND BUILDING  
1120 S.W. 5TH AVENUE  
PORTLAND, OR 97204  
(503) 248-3320

## MULTNOMAH COUNTY OREGON

May 24, 1989

### MEMORANDUM

TO: Gladys McCoy, County Chair  
Pauline Anderson, Commissioner  
Rick Bauman, Commissioner  
Gretchen Kafoury, Commissioner  
Commissioner, Elect

FROM: Daniel A. Ivancie,  
Multnomah County Auditor 

RE: Multnomah County Public Guardian/Conservator  
Aging Services Division  
Department of Human Services

=====

The attached Internal Audit Report (IAR #1-89) summarizes our evaluation of the Multnomah County Public Guardian/Conservator's Office of the Department of Human Services.

The Table of Contents and Summary sections provide an overview of the audit findings. A more detailed discussion of issues is contained in each chapter.

All findings and recommendations contained in this report have been discussed with appropriate County management and staff. Action was initiated during the course of the audit to address some of the issues.

Page -2-

We would appreciate receiving a written status report from the Chair of the Board of County Commissioners, or her designee, within six months, stating what actions have been taken to resolve the issues discussed in this report. We will expect periodic written status reports thereafter for any items not resolved within the six month time frame.

We appreciate the cooperation and assistance given us by the Department of Human Services, Aging Services Division management and staff of the Public Guardian/Conservator's office. We also extend thanks to all other county personnel, citizens, human service agencies, and California counties who helped with this report.

DAI/db

Enclosure

**AUDIT TEAM:** Craig Mills, Audit Manager  
Georgene Bailey, Deputy Auditor  
Jim Pitts  
Bobbie White  
Brad Rafish

INTERNAL AUDIT REPORT #1-89

MULTNOMAH COUNTY  
OFFICE OF PUBLIC GUARDIAN/CONSERVATOR  
AGING SERVICES DIVISION  
DEPARTMENT OF HUMAN SERVICES

MAY 1989

Report Issued by:

DANIEL A. IVANCIE,  
MULTNOMAH COUNTY AUDITOR

1120 S. W. 5th, Suite 1500  
Portland, Oregon 97204  
(503) 248-3320

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### APPENDIX A

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### RESPONSES TO THIS REPORT

- Gladys McCoy, Multnomah County Chair . . . . .	R-1
- Duane Zussy, Director, Department of Human Services . . . . .	R-2

## SUMMARY

When a person's ability to receive and evaluate information or communicate with others is so impaired they cannot provide for their own health and safety, the person can be declared incapacitated and a guardian appointed to protect them. If a person cannot effectively manage their financial affairs, a conservator may be appointed to administer their estate. For those who have no friends or relatives willing or able to act as their guardian or conservator, the Probate Court may appoint Multnomah County's Office of Public Guardian/Conservator to intervene.

This report summarizes our audit of the Office of Multnomah County Public Guardian/Conservator. Our overall objective was to determine whether the program properly managed and safeguarded its clients' assets and provided adequate care and protection for its clients. Both of these areas are primary responsibilities for a conservator or guardian.

We believe the office is currently managed by a capable and caring staff. However, our review indicated there are four areas where those operating the program could improve client protection and care. Management should address each of these areas by taking the following corrective action:

- Revise procedures and controls involving the protection and utilization of clients' assets.



- Set realistic fees for Guardianship and Conservatorship services, and collect fees owed to the county.
- Adopt more specific criteria for acceptance into the program, and establish performance standards for casework.
- Devise a strategy to help a greater number of eligible persons in need.

To remedy the deficiencies we found in the four areas, the audit makes recommendations addressing the following matters:

- Conservators' reports to the Probate Court were inaccurate and untimely.
- Bond coverage for the Public Guardian/Conservator was not sufficient to insure clients' assets.
- Clients' personal property was not always properly secured.
- Cash in clients' individual accounts was not reconciled; some clients' accounts were overdrawn.
- The sale of some clients' real estate may have been improper; the terms of some sales appeared unreasonable.
- The office did not always pay clients' income and property taxes on time.
- Documentation of transactions involving client assets was insufficient.
- Fees for Public Guardian/Conservator services were not always collected from clients.
- The office's fee pricing policy did not provide a reliable basis for estimating program revenue.
- The office did not have specific criteria for determining which referrals to accept into the program; some referrals were not handled in a timely manner.
- Case plans were not consistently developed for clients; there were no standards for visiting clients.
- The office did not record how professionals spent their time in casework.
- Supervisory review of casework was inconsistent.

- Supervisory review of casework was inconsistent.
- Management had not developed a plan to serve eligible residents in Multnomah County: statistical models suggested the program should be serving more persons in need.
- The office did not specialize tasks involving intake processing and financial management.

The office is aware of these problem areas and has taken steps to resolve many of them. For instance, clients' income and expenditures are now monitored and controlled by the county's central accounts payable unit. In addition, the office has developed many new policies and procedures to strengthen controls over clients' assets and case management. At the time this report was issued, many of the procedures had already been implemented.

Responding to all of the issues contained in this report will require considerable effort on the part of office professionals and Aging Services Division Management. Some of the audit recommendations may require additional resources. In our opinion, those steps already taken are evidence of a commitment to responsible service delivery.

## INTRODUCTION

When an individual's ability to receive and effectively evaluate information or communicate decisions is so impaired that the individual is unable to provide for their own health and safety, the Probate Court can determine that the individual is incapacitated. The Probate Court can then appoint a guardian to protect the person.<sup>1</sup> If an individual cannot effectively manage their financial affairs, the Probate Court can appoint a conservator to administer the individual's estate. As of the end of December 1988, there were 2,384 active guardianships and conservatorships in Multnomah County.

Guardians or conservators must assume many responsibilities. Generally, a guardian is required to provide for the care, comfort, and maintenance of the incapacitated person. Specific responsibilities of guardianship can include establishing the individual's place of residence, providing for appropriate medical or psychiatric attention as needed, or arranging for placement of the individual in an appropriate care environment. The guardian may also make funeral arrangements for clients who have died.

---

<sup>1</sup> The court can also appoint a guardian for a minor. However, in this report, we deal only with guardians for adults who are incapacitated because of physical or mental disabilities or age.

The appointed guardian is also responsible for filing annual activity reports with the Probate Court. Reports of guardianship include a brief description of the incapacitated person's current living condition, a summary of the individual's physical and mental status, and details of major decisions made during the past year on behalf of the individual.

A conservator, on the other hand, is required to reasonably manage the financial affairs of the person. More specifically, appointment as conservator establishes a mandate to collect, hold, and retain the assets of the person's estate, and insure the assets of the estate against damage or loss. In addition, the conservator may act on behalf of the client for acquiring, selling, or investing the client's assets, making improvements to a clients property, and paying the expenses for the client and their estate. The conservator may also file and pay taxes for those clients who are required to pay real estate or income taxes. In addition to these responsibilities, a conservator is required to maintain a surety bond in an amount equal to the value of the estate.

Conservators are required to submit to the Probate Court annual reports that detail the total value of assets at the beginning of each reporting period, and list all money and property received and all disbursements made during the

period covered. Reports are also required to be filed upon the death of the protected person. In addition to annual reports, the conservator, upon appointment, is required to file an inventory of the property of the protected person.

Anyone interested in the well-being of a person who may be incapacitated or unable to handle their own financial affairs can petition the court to have a guardian or conservator appointed. Upon receiving a petition, the court may appoint an attorney to represent the presumed incapacitated person or direct an examination by a physician or psychologist. In all cases, the Probate Court has exclusive jurisdiction in determining the need for a conservator or guardian.

The Probate Court may appoint a relative, an attorney, a private conservator, a bank, or a non-profit organization that provides conservator and guardianship services. However, for individuals who have no one willing or able to act as their conservator or guardian, the Probate Court may appoint Multnomah County's Office of Public Guardian & Conservator to serve in this capacity.

## Office of the Public Guardian & Conservator

In 1969, an Oregon law was enacted that authorized counties to establish an office of public guardian/conservator if a need for such an office existed. In 1971, Multnomah County Commissioners authorized the creation of the Office of Public Guardian/Conservator within the Department of Records and Elections.

In 1977, the office was made part of the Special Services Division of the Department of Human Services. In fiscal year 1981-82, the office was combined with a mental health unit and became one of seven programs under the Social and Aging Services Division in the department. On July 1, 1985, Aging Services became a separate division within the department and operated the Public Guardian and other programs.

The office was located in the county courthouse until January 1986 when it was moved to its present location in the Gill Building, located at 426 S. W. Stark in Portland. According to department personnel, when the program was located in the courthouse, the office dealt almost exclusively with the Probate Court. Little administrative oversight was provided by the Department of Human Services.

The Public Guardian/Conservator is generally appointed after the office reviews referrals it receives and petitions the Probate Court. Referrals can come from any person or group, including family, friends, social service agencies, or health organizations.

Based on information provided by the referral, the office decides whether it should petition the Probate Court for guardianship or conservatorship. In making this decision, the office considers many factors, including the effect on the individual if the office chooses not to intervene. For example, the office considers whether the lack of intervention will expose the individual to continued physical abuse resulting from neglect, or to financial abuse resulting from fraud, exploitation, or theft. In some cases, neglect can be self-neglect, which may manifest itself in the person's inability to provide for his or her own care, comfort, and protection.

#### Program Mission

The mission of the office is as follows: "to provide guardianship and/or conservatorship services for persons adjudicated incapacitated or protected who have no other person to provide these services." In addition, the broader objective of the office is "to protect persons of diminished

capacity from abuse, exploitation and self neglect through a program of legally substituted decision making for persons and property."

#### Budget and Staffing

The Public Guardian's adopted budget for fiscal year 1988-1989 was \$170,828, of which \$143,828 (84 percent) was provided from the General Fund and \$27,000 (12 percent) from fees charged to clients. Of the total budget, \$140,527 was allocated for personnel costs.

In addition to funds for administering the program, the office has fiduciary responsibility over the cash and property of those individuals for whom the office was appointed conservator. The conservator receives all of the clients' cash and deposits it into a trust account (clients' trust fund) controlled by the County Treasurer. The amount in the clients' trust fund as of October 31, 1988 was \$573,000.

The clients' funds were not always controlled by the County Treasurer. Before April 1988, clients' cash was deposited into interest-bearing accounts in local banks over which the Public Guardian had complete control. That is, the



office deposited clients' funds, received bank statements, and wrote checks for clients' expenses.

As of December 31, 1988, the Office of Public Guardian/Conservator had a staff of five full-time employees. The personnel included the Public Guardian, two Deputy Public Guardians, and two office assistants. Before April, 1988, the office also had an accountant. Although this position was transferred to Aging Services, the employee in this position continues to handle some fiscal responsibilities for the office.

#### The Former Public Guardian

The former Public Guardian, who was charged with and convicted of embezzling clients' funds, served in his position from January 1974 until he was terminated in October 1987. After his termination, the county launched an investigation into his activities as Public Guardian. This led to his conviction in July 1988. Following the former Public Guardian's termination and during the investigation, operations of the office were disrupted. The office was managed by an acting Public Guardian from October 1987 until September 1988 when the position was filled.

After the discovery of the illegal activities and the conviction of the former Public Guardian, the Board of County Commissioners took steps to reimburse clients whose assets were taken or misused. Also, the Board provided funds for an independent financial review of the program.

#### Program Activity

As of December 31, 1988, the Office of the Public Guardian/Conservator had 159 clients. This represented approximately 6 percent of the total guardianships and conservatorships in Multnomah County. The office served as both guardian and conservator for 131 of the 159 clients.

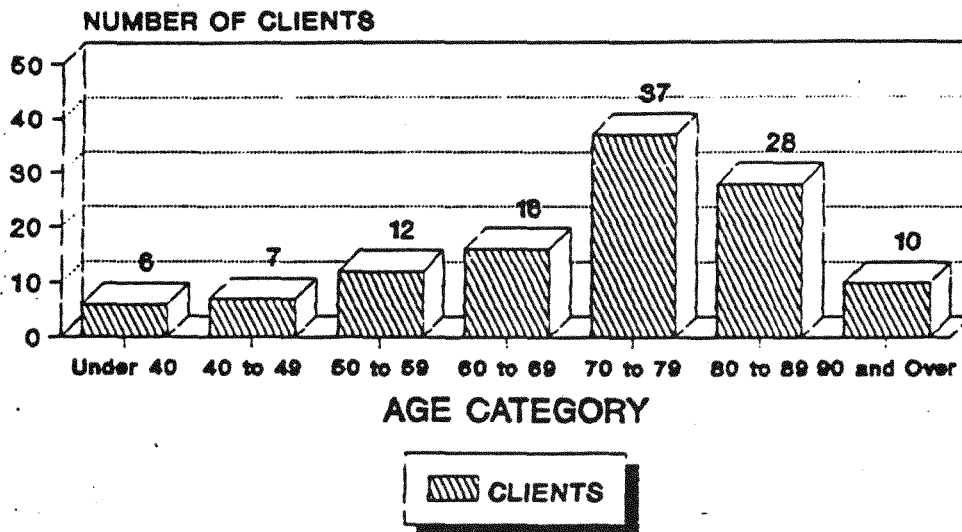
Between January 1982 and December 1988, more than 1,500 persons were referred to the program. This averages approximately 18 referrals each month, or 219 referrals annually. During this same period, 139 new clients were added to the program, an average of 20 clients per year. The office was appointed as the guardian and/or conservator for approximately 1 out of every 11 persons referred during this period. According to office personnel, between July 1, 1987 and June 30, 1988, approximately 60 percent of the referrals resulting in appointment came from local hospitals or nursing homes.

## Characteristics of the Clients

As of December 31, 1988 the average age of the clients was approximately 71 years; the largest group of clients were between the ages of 70 and 79 years. Fifty-four percent of the clients were females. Illustration 1, below, shows the number of living clients in each age category.

### ILLUSTRATION 1

#### NUMBER AND AGES OF PUBLIC GUARDIAN CLIENTS By Age Category (as of 12/31/88)



Source: Compiled by Auditor from  
Public Guardian Data

As of December 31, 1988, 70 clients received medicaid, and 92 clients lived in a nursing home or a residential care facility.

According to department estimates, 81 percent of the clients had an organic brain disorder, which is: any acute or chronic disease or injury that interferes with brain or mental functions. Organic brain disorder can be brought on by infection, intoxication, accident, circulatory disturbance, or disease.

Clients of the county's program have made significant contributions to society. They include a former teacher, a certified public accountant, a real estate developer, a professional musician, a published writer, and a former county employee.

#### SCOPE AND METHODOLOGY

The purpose of the audit was to determine if the Office of the Public Guardian/Conservator in Multnomah County properly safeguarded its clients' assets and provided adequate care and protection for its clients. We focused on the administration of the office's responsibilities as conservator of clients' cash and property. We reviewed the administration

of the office's responsibilities as guardian for incapacitated individuals.

To determine if the office properly safeguarded its' clients assets, we reviewed and analyzed its reports to the Probate Court for 46 clients. We attempted to reconcile cash of all clients as of October 31, 1988, and reviewed all transactions for 11 high risk clients through October 1988. High risk clients were identified as having a history of overdrawn accounts or large estates. We also tested the amount of interest earned on client trust funds. In addition, we examined the office's procedures to account for, manage, and control the personal and real property of clients. We also analyzed the office's sale of real property for its clients, and completed an inventory of personal property held for clients. Finally, we evaluated the adequacy of the county's bond coverage in effect since 1980.

Some of our tests covered all of the period from 1981 through December 31, 1988, but other tests covered only a part of this period. Although the illegal activities of the former Public Guardian covered some of the same period, we focused on the systems the office had in place for providing and monitoring guardianship and conservatorship services during this period. Some of the examples cited include cases that the former public guardian misused; however, the examples also

illustrate the weaknesses in the fiscal and administrative controls that were present in the operations and oversight of the office.

To determine if the office was receiving the appropriate fees, we reviewed the office's procedures for collecting fees from clients and analyzed the adequacy of the office's collection and recognition of revenue.

To determine the extent that the program met its own mission and complied with the law in providing care for clients under guardianship, we reviewed the activities recorded in 18 client files for the period between 1979 and 1988.

To estimate the degree to which the program had met community needs in Multnomah County, we surveyed public guardian/conservator programs in 21 California counties. In addition, we estimated caseload sizes for guardianship or conservatorship in Multnomah County.

Using funds appropriated by the Board of County Commissioners, the County Auditor's Office also contracted with the independent accounting firm of Arthur Young & Company to conduct a financial audit of the program and to evaluate the program's internal financial control.

We conducted this review under the authority of the Multnomah County Charter and according to generally accepted governmental auditing standards. We limited our review to those areas detailed in this section.

## CHAPTER I

### THE PUBLIC CONSERVATOR NEEDS TO IMPROVE ITS PROTECTION OF ITS CLIENTS' ASSETS

The Office of the Public Guardian/Conservator has not always protected its clients' assets. Under state law, the public conservator is authorized to manage its clients' financial affairs and to protect clients' assets. In carrying out these responsibilities, the conservator must identify and list all of each client's assets and report to the Probate Court these initial inventories. In addition, the office must annually report the income, expenditures, and cash available for each client. Upon a client's death, the office must also report the final inventory of assets.

Our review showed the following weaknesses:

- The office did not always promptly report the inventory of clients assets to the Probate Court.
- The amount of clients' available cash was sometimes different than the amount the office reported to the Probate Court, and in some cases, the office did not submit reports to the Probate Court at all.



- The office did not reconcile its records of each client's cash to the actual cash retained.
- The office paid expenses for clients who had no cash available.
- The office's sale of clients' real property may not have always been reasonable.
- The sale of real property on contract may have included terms that were not in the best interest of the clients.

The office did not always safeguard its clients' assets because management had not developed procedures and guidelines for handling its fiscal responsibilities and for documenting the actions it takes. Also, the office had not developed a system of adequate internal control, such as segregating duties, reconciling accounts, and adequately monitoring activities. Finally, management had not always monitored the activities of the program. As a result of these deficiencies, clients' assets were vulnerable to misuse, fraud and theft.

Reports to the Probate Court  
Were Late, Inaccurate

Oregon law requires the conservator to file specific reports with the Probate Court to ensure that the conservator is safeguarding the assets of protected persons. The conservator must identify and list the clients' assets. Assets normally include cash; real property; and personal property, such as jewelry, antiques, household goods, stocks, bonds, or automobiles. The conservator must submit a list of clients' assets to the Probate Court within 90 days after appointment.

In addition, the law requires the conservator to file with the Probate Court an annual report of the total value of assets, all money and property received, and all disbursements made during the year. The report must be made within 30 days after the anniversary date of the appointment. Finally, the law requires the conservator to prepare and submit a final report and inventory of the client's assets after a client dies.

Typically, when the office is appointed as conservator, the Public Guardian or the Deputy Public Guardian will inspect the client's property and list all of the assets. If, during the course of the conservatorship, the office sells a client's assets, the office will deposit the proceeds in a client's

trust fund at the County Treasurer's Office and add the proceeds of the sale to the client's subsidiary ledger.

Most small items, such as jewelry or securities, were held by the office in a safe deposit box at a local bank. Large items were usually left at the client's residence pending disposition of the client's estate.

We reviewed the files of 32 clients and found that in 29 cases (91 percent), the office did not submit to the Probate Court the required list of assets within 90 days after its appointment. On the average, the office's inventory was 96 days late. In one case, the office's first list of the client's assets was more than one year late.

We also reviewed 150 reports that must be filed within 30 days after the end of each client's anniversary date. We found that 83 of the 150, (55 percent) were filed late. In one example the annual report was filed 983 days, or more than two years, after the required reporting date. In another case, the office had no record of ever filing the annual report.

The independent CPA firm also identified problems with the office's reports. In its January 1989 report, Arthur Young & Company found that "the amounts on the [annual]

reports often did not agree to the [clients'] subsidiary ledgers.<sup>2</sup>

#### Bond Coverage Was Insufficient

Bonding of the Public Guardian/Conservator provides another means for safeguarding clients' assets. Under the statute, the Public Guardian/Conservator is required to be bonded for an amount sufficient to insure the assets of clients. However, as late as February 1989, the office's bond was not sufficient to cover the cash of all clients.

Prior to September 1, 1988, the amount of the bond in effect was \$100,000 while the total cash of all the clients often exceeded \$700,000. On September 1, 1988, the amount of the bond was increased to \$500,000; however, this amount was still insufficient to cover the cash of clients, which exceeded \$600,000 as of February 15, 1989.

In addition, the Public Guardian's bond coverage lapsed between May and September 1987. Unfortunately, several of the transactions identified as malfeasance during the criminal investigation of the former Public Guardian occurred when the

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<sup>2</sup> The complete text of the Arthur Young & Company report is included in Appendix A.

county had no bond coverage. As a result, the county had to pay a client nearly \$13,400 for assets compromised by the former Public Guardian.

Improvements Needed In Security  
Over Personal Property

We also noticed that the office's security over clients' personal property was inadequate. For example, when we started our review in March, 1988, we noticed clients' negotiable securities unprotected in the Public Guardian's office. Securities are like cash. Although they can be replaced when lost, individuals other than the owner could convert the security to cash or use it as collateral to obtain cash.

On December 9, 1988, we were unable to locate all of the clients' personal property listed as stored in the office's safe deposit box. For example, property shown on one client's initial inventory was not in the safe deposit box and there was no record showing the disposition of the property. We were also unable to reconcile the beginning inventory of one client's property with the final inventory reported to the Court. In these cases, office records did not always show additions to or subtractions from clients' asset listings.

Another problem was the accumulation and deposit of clients' cash into accounts maintained by the office. Generally, the office would determine the amount of funds in the client's personal bank accounts, and transfer these funds into the county's client trust fund upon appointment. The amount transferred would then be added to the client's subsidiary ledger. In one case, the amount withdrawn from a client's personal bank account was not recorded in the clients subsidiary ledger. After further investigation, the office determined that the funds were recorded on the wrong client's subsidiary ledger.

In addition to our findings, Arthur Young & Company reported problems in this area. In its report, Arthur Young & Company reported that "the contents of the [public guardian's] safe deposit boxes have not been inventoried for several years."

The office had not always safeguarded the personal property of clients because it had no formal procedures for identifying, reporting, controlling or disposing of clients' personal property.

The office's weaknesses in adequately protecting the personal property of the clients increases the risk of fraud and theft. In fact, during the criminal investigation, the

former Public Guardian returned to the office some personal items belonging to clients. These items, according to office records, were never identified on the clients' initial inventories.

#### Clients Cash Was Not Reconciled

Once the office has been appointed by the court as conservator for its clients, the office receives any income, such as social security checks for the clients. The office also pays clients' expenses, such as rent, utilities, and medical bills. All of the clients' cash is deposited in one fund, the clients' trust fund, maintained by the County Treasurer. The office keeps a record for each client that identifies all of the client's income, expenditures, and cash available. These records are called subsidiary ledgers.

To ensure the accuracy of the cash available for each client, a reasonable practice would be to total the balances of all subsidiary ledgers and compare that total with the amount in the fund at the County Treasurer's Office. If the two amounts do not agree, the office should then determine where the errors are and correct them.

Based on our review of the office's records, we found that as of October 31, 1988, the total of all subsidiary

ledgers was \$545,846, and the amount in the Treasurer's fund was \$573,233; a shortage in the clients' accounts of \$27,387.

The cash shortages in client accounts had been a problem for some time. In a July 1984 report, the independent accounting firm of Price Waterhouse also found that the office had not reconciled the cash in its bank accounts to the clients' accounts.<sup>3</sup> At that time, the program had three bank accounts; a general checking account, a savings account, and an investment account. The total of the clients' accounts exceeded the total in the program's three bank accounts by \$44,531.

Another independent accounting firm, Arthur Young & Company, in its January 1989 report, also commented on the program's failure to reconcile its clients' subsidiary accounts with the cash in the County Treasurer's fund. Because of inadequacies in the office's accounting records, Arthur Young & Company was unable to issue an opinion on the accuracy of the clients' available cash.

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<sup>3</sup> In 1984, the office deposited clients funds into regular bank accounts which the program controlled. In 1988, the system was changed so that all clients' cash is deposited in the client trust fund controlled by the County Treasurer.



This situation existed because the program had insufficient formal procedures for reconciling clients' subsidiary records with the total cash in the clients' trust fund. From April through November 1988, the office did not reconcile the subsidiary ledgers to the amount in the trust fund.

Because the office did not reconcile the accounts or identify and correct errors in the amount of cash available to the clients, the office could not properly safeguard clients' assets. These deficiencies can result in the unnecessary loss of clients' cash and, ultimately, the depletion of clients' resources needed to provide for the essentials of life.

#### Corrective Action Taken

After the illegal activities of the former public guardian were uncovered, the office took steps to improve its control over clients' assets. In April 1988 the county closed accounts controlled by the Public Guardian and deposited the funds in an account controlled by the County Treasurer. Since the transfer of the funds, clients' income and expenditures have been monitored and processed by the county's accounts payable unit within its Finance Division.

In addition to transferring the custody and control of its clients' cash, the office began, in September 1988, preparing specific procedures to address weaknesses in its control over clients' assets. According to the Public Guardian, as of April 1989, these fiscal procedures had been developed and were in the process of being approved.

Some Clients' Accounts  
Were Overdrawn

In addition to the problem of reconciliation, we noted that the subsidiary ledgers for several clients reflected negative balances. In these cases, the office paid expenses for clients when the clients had no cash available.

As of December 23, 1986, we identified 10 clients with negative balances totaling approximately \$56,500. Although total negative balances as of October 31, 1988, had decreased to about \$15,450, the number of client accounts with negative balances had increased to 14.<sup>4</sup> In cases where clients' accounts were overdrawn, the office had paid the expenses of clients with no available cash. In essence, this amounted to

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<sup>4</sup> Some of the overdrafts were caused by the criminal activities of the former Public Guardian.

using the resources of the clients with cash to pay the expenses of clients who had no resources.

In some cases, the overdrafts resulted from expenditures for items that were not necessary for daily living expenses. For example, in 1982 one client's house burned. The insurance company paid over \$28,000, and the client's house was repaired. Beginning within 3 months after the fire damage was repaired, and continuing over the next 2 years, the client's account reflected expenditures on five separate occasions for remodeling the client's house. On November 25, 1982, the office paid \$3,085 for remodeling work. Again, on February 16, 1984, April 13, 1984, March 22, 1985, and on May 10, 1985, the office paid \$6,000, \$3,000, 3,000, and \$1,437 respectively.

We found no evidence showing why this remodeling was necessary, especially when nearly \$28,000 had just been spent to repair the fire damage and remodel the client's house. These transactions caused the client's account to be overdrawn by more than \$12,000.

Overdrafts on clients' accounts occurred because the program had no formal procedures for monitoring the income and expenditures of each client, and no policy concerning

overdrafts. The office did not maintain information in its files to explain why the actions taken were necessary.

Sale of Clients' Real Property  
May Not Be Reasonable

In carrying out its responsibilities, the Public Conservator, under the law, has the authority to sell clients' real property. It would be reasonable for the office to sell a client's residence if the client was not living in the house and, especially, if the client needed cash to pay for food, shelter, medical care, or clothing. It also may be reasonable to sell a client's home if the client is no longer living in the house and if medical personnel have concluded that the client will not be able to live alone in their home.

Often, the office has sold real property of clients. Sometimes it sells the property for cash. At other times, the office sells real property on contract. When purchased on contract, the buyer makes a down payment and subsequently pays the balance to the program over a specified period of time.

We reviewed the files of 11 clients that we determined had real property. In 9 cases, the office sold the clients' real property. Due to the lack of documentation, we were unable to determine if the office always acted reasonably in

selling clients' real property. In other cases, we could not determine if the terms of the sales were reasonable.

In several instances, the office sold the client's real property for less than the assessed value of the property. For example, one property assessed at \$30,100 was sold by the office for \$15,000 in cash.

In one case, a client's real property was sold. However, at the time the office sold the client's property, the client had over \$165,000 in cash available for their day-to-day expenses. The office had no information in the file indicating why this property was sold. In another example, the timber rights on a clients' property were sold when the client had over \$130,000 in their account before the sale.

#### Terms of Sale May Be Unreasonable

In two other cases, we could not determine if the terms under which the office sold clients' real property were reasonable. In one case, the office sold a client's residence on contract for \$43,500. The office required a down payment of \$2,500, to be paid one-half in 30 days and one-half in 60 days. However, the office used client funds to pay for closing costs of \$2,372. The client's account received only \$128 from the transaction. The terms also called for a lump

sum payment of \$15,000 due in 7 years. The purchaser was then allowed to make payments on the remaining balance over an additional 7 years. Since the client was 76 years old at the time of the sale, they would have been over 90 years old before the office received full payment for the property.

In another case, the office sold a client's property for \$24,000. The terms of the sale were \$1,320 down and the balance paid in equal payments over 3 years. To complete this sale management withdrew over \$8,100 from the client's account. At the end of the client's annual accounting period, the client's account was overdrawn by nearly \$8,500. Because the client had little cash available before the sale, it was reasonable that the office would sell the real property to obtain money to pay for the client's daily expenses. We question whether it was reasonable for the office to sell a client's real property to obtain cash for living expenses but not require sufficient down payment to yield the cash.

In 4 of the 7 cases we reviewed, where the office sold clients' local residential property, the office listed the properties with the same real estate salesperson. The law does not require the public conservator to solicit sealed bids or proposals for handling the clients' affairs. However, the office could avoid the appearance of improprieties between its

personnel and agents if it had specific procedures governing the selection of salespersons.

We were unable to substantiate the reasonableness of many real estate transactions. There are several reasons why we could not determine whether or not the Public Guardian's actions were reasonable. First, the office had no procedures or guidelines outlining when and for what reasons clients' real property would be sold. We believe that if a client needs cash and is not living in their own home, it is reasonable to sell the property to obtain cash. However, without specific guidelines, critical decisions can be made without objective analysis: to sell the property; to whom to sell the property; the terms and conditions of the sale; and the agent to use for selling the property.

In addition to not having specific guidelines, the office does not sufficiently document in the client's file the reason for selling the client's property. As a result of these deficiencies, the office has increased the possibility that clients' real property may be sold unreasonably or sold under terms unfavorable to the clients' best interest.

Public Guardian Did Not  
Promptly Pay Clients' Taxes

In addition to its responsibilities for safeguarding cash, and personal and real property of clients, the office is required to prepare and file tax returns on behalf of its clients who have tax liabilities. These include income taxes and property taxes.

The office did not always promptly pay the real estate taxes due on clients' property. In one example, the Public Guardian did not pay property taxes for five years. Multnomah County foreclosed on the property for delinquent taxes amounting to \$3,631. Fortunately, the office was able to recover the foreclosed property for this individual.

In addition to not paying taxes when due, the office, on at least one occasion, failed to protect the clients' resources from excessive taxation. In the timber sale discussed above, the office sold the timber rights on a client's property and collected over \$148,000 of the \$175,000 sales price in one year. By not spreading the payments over a longer period of time, the office's actions caused the \$148,000 to be treated as capital gains. As a result, over \$59,000 received from the sale was taxed as ordinary income.



Another problem was the late filing and payment of income taxes for clients. When this occurred the client usually paid the interest and penalties that could have been avoided. In one example, a client paid \$474 in interest and penalties because the income taxes were filed late by the office.

The Public Guardian's Office Needs  
To Improve Its Recordkeeping

During our review of the program, we found a general lack of adequate documentation supporting client expenditures. Clients' case files were disorderly. Receipts supporting many expenditures could not be found, and some of the receipts we found raised questions about the transactions' reasonableness. In one case, a client's files had been lost. As a result of these problems, we could not determine whether or not the office's expenditures for clients were always appropriate.

We reviewed transactions for 11 clients through October 1988. The review was done to determine if expenditures for clients were appropriate and were supported by receipts, invoices, bids or other appropriate documentation. In many instances, we found evidence that funds from clients' accounts were paid to the Public Guardian/Conservator or to members of the office staff. Records indicate that money was sometimes spent for "lunch" or "dinner expense". We could not determine

if the office staff had used their own money to purchase meals for clients and were subsequently reimbursed, or if clients' funds were used for personal expenses of office staff.

Other transactions we reviewed involved large expenditures for home improvements or other services obtained under contract. Often, we could not find evidence of bids, estimates of the work to be done, or invoices supporting the work actually completed. Furthermore, there was no evidence that the office had inspected property to ensure that the contractor provided all of the billed services.

In two cases in which the office sold real estate, the files did not contain amortization schedules or the payment history of the purchaser. In at least one case, the office failed to collect all of the principal and interest due the client. The office sold the client's property for \$26,750 at 10 percent interest. The purchaser paid \$6,000 down and signed a note to make monthly payments of at least \$300. After the office collected only four payments (\$1,200), it satisfied the contract by accepting \$15,500 from the purchaser. Therefore, the office failed to collect over \$4,000 of the purchase price.

We also found that client records were not closed in a timely manner. Of the 32 clients' files in which we

reviewed reports to the Probate Court, we found that in 92 percent of the cases, the office had not filed the final report and inventory of assets for its deceased clients until long after the client's death. The average length of time it took the office to file these reports was 467 days, or more than one year after the client died.

Another issue was the length of time it took the office to close accounts after clients had died. As of December 31, 1988, we found open cases for 41 deceased clients. This represented 26 percent of the office's total caseload. Two of the clients had been dead since 1986. Although the time frame for closing some clients' cases may legitimately extend for prolonged periods, we calculated that case files remained open an average of 368 days after clients died.

In its January 1989 report, Arthur Young & Company found similar problems. Arthur Young reported as follows:

We vouched a selected number of expenditures from cancelled checks to vendor invoices and/or other supporting documentation. We noted that a number of expenditures did not have proper supporting documentation. We strongly recommend that all expenditures be supported by either an original invoice or a previously approved listing of recurring expenditures for which no invoice is available.

Documentation and recordkeeping was not adequate because the office had not established clear guidelines for

making purchases for clients. The office had not defined documentation needed to assure clients, their families, and the public that the program had appropriately carried out its fiduciary responsibilities. As a result, clients' assets were put at risk.

### RECOMMENDATIONS

Our recommendations focus on improving fiscal and administrative control over activities of the conservator. To accomplish this objective, it is vital that the Office of the Public Guardian/Conservator develop and implement specific procedures and guidelines. In addition, the office must have trained personnel capable of effectively dealing with the financial issues associated with conservatorship.

#### Safeguard Clients' Assets

To safeguard the clients' assets and ensure the accuracy of its records, the office should develop and implement the following procedures:

- Develop task-specific position descriptions that assign responsibility for preparing and delivering accurate reports to the Probate Court. To ensure accuracy and timeliness of reporting, require supervisory review of

all reports. For any reports to the Probate Court that are late, require the responsible employee to submit detailed justification for the late reports to the Manager of Aging Services.

- Require two people to complete an inventory, including the value, of all client assets within 30 days after the office is appointed by the Probate Court. The first employee should list and value all of the clients' assets, and sign the inventory. The second employee should review the inventory and sign the listing indicating that the inventory includes all estate assets.
- Record on the general ledger the assigned value of all of the clients' assets. A periodic inventory should be taken and the inventory reconciled to the values recorded on the general ledger. This reconciliation should be clearly documented and properly filed in accordance with the county's record retention policy. Require that two employees attest to every increase or reduction in the inventory of clients' assets.

Reconcile Accounts  
Monthly

To ensure that the cash available in each client's subsidiary account is accurate and to safeguard the clients' assets from the risk of misuse or fraud, the office should;

- Each month, reconcile the amount in the clients' subsidiary ledgers to the amount in the fund maintained by the County Treasurer. If there is a difference, identify and correct all errors promptly. The reconciliation should be performed by an employee who does not post any transactions to the clients' accounts or process any disbursements. The reconciliation should be clearly documented and properly filed in accordance with the county's record retention policy.

Discontinue Account  
Overdrafts

- The office should immediately discontinue the practice of paying expenses of clients who have no cash available, thereby causing accounts to be overdrawn. For clients whose essential expenses exceed their income each month, the office should apply for all resources to which the clients are entitled. If available resources are insufficient, the office should

request the Board of County Commissioners to provide a contingency fund. Any funds appropriated by the county for this fund should be subject to the same budgetary and administrative controls as any other general fund appropriations.

Provide Better Safeguards  
Over Real Property

To improve control over real property, we recommend that all real property be appraised at the time of appointment. The value of each client's property should be recorded on the client's subsidiary ledger and the combined value of all properties should be recorded on the office's general ledger. A periodic inventory should be taken and should be reconciled to a separate, itemized listing of all property held for clients.

Specific guidelines should be established for determining when the real property of clients can and should be sold. If the current appraisal of property is over two years old when it is to be sold, or if there is no appraisal available, then the office should obtain a new appraisal before the property is listed for sale.

Guidelines should be established concerning terms and conditions of contract sales of clients' real property. To ensure that clients receive the full sales price of their real property, the office should closely monitor payments made on the contracts. This process should be thoroughly documented and retained in the clients' files. All decisions relating to the sale of a clients' real property should be reviewed and approved by a second person or the Manager of Aging Services.

Specific guidelines need to be outlined when home improvements can or should be made. The guidelines should include standards for obtaining bids, invoices supporting work done, and client disbursements. Periodic review of ongoing improvements should be made.

Justification for all decisions should be documented and maintained in clients' files. All invoices, bids and other working documents supporting actual construction should be maintained in the clients' file.

Tax Returns Should  
Be Monitored

To ensure that clients' taxes are paid promptly, the program should establish a schedule showing the dates that



clients' income and real property taxes are due. The schedule should be periodically reviewed by management. If a client has a complex tax situation, the office should obtain appropriate expert assistance.

All income tax returns should be reviewed, prior to filing, by a qualified person other than the person preparing tax returns for the clients. Under no circumstances should clients incur penalties because the office failed to file and pay clients' taxes on time.

#### Improve Documentation

To correct deficiencies in the office's documentation, we recommend that the office develop formal guidelines to accomplish the following:

- Support all expenditures by appropriate receipts or invoices.
- Establish requirements governing purchases for clients by office staff. Except in emergencies, office staff should not use personal funds to pay clients' expenses.

- Documentation supporting all transactions and activities of clients should be consistent. File documentation should provide easy access to information and transactions.

In addition to our recommendations, Arthur Young & Company made several recommendations.<sup>5</sup> The office should implement the recommendations contained in the Arthur Young & Company report as well.

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<sup>5</sup> See Appendix A for the complete text of the Arthur Young & Company report. Recommendations are found at the end of each section of that report.

## CHAPTER II

### FEES WERE NOT ALWAYS COLLECTED, REPORTED OR RECOGNIZED AS REVENUE

Oregon law allows the Public Guardian/Conservator to collect reasonable fees to cover guardianship or conservatorship administrative expenses. The guardian or conservator submits the request for fees to the Probate Court, which then approves the fees if the court finds the fees are reasonable.

The policy of the Office of Public Guardian/Conservator is to collect these fees annually at the time of the annual accounting period. For administering a guardianship, the office assessed \$325. For conservatorship, in the first year the office assesses at least \$325, or 2 percent of the client's assets that exceed \$16,250, up to a maximum of \$20,000. The minimum fee for conservatorship the first year would be \$325. In subsequent years, the office assesses 1 percent of the client's total assets, or a minimum of \$325, whichever is greater. If the office provides both guardianship and conservatorship services to a client, it assesses the fee for both services.

To determine if the office assessed and collected its fees, we reviewed the files of 53 clients at their most recent annual accounting period. Based on our tests, we determined that the program collected \$14,098 (38 percent) of the \$37,270 in fees which should have been charged to clients. Of the \$23,172 in fees not collected, client funds were available to cover \$16,802. Based on the files we reviewed, we estimated that the program may have lost as much as \$60,550 in fees over one annual accounting period.

In addition to not collecting fees, the office did not report or recognize all fees charged to clients. As a result, revenue to the county was understated. Interest on funds belonging to the county was inappropriately paid to clients. This situation continued over at least 4 years.

Generally, the office withdrew money to cover fees (revenue) from the client trust funds quarterly and forwarded the money to the County Treasurer. These fees had already been charged to the clients, but had remained in the client trust fund. However, during a one-year period, the office reported no fees and recognized no revenue.

From July 1, 1986 to April 27, 1987, the office charged clients' accounts for the fees, however, all fees charged were not recognized as revenue for the county. For example,

on April 27, 1987, the office withdrew from the client trust funds, and reported as revenue, \$8,600; however, the actual fees charged to clients totalled approximately \$70,000. In this case, the office under-reported revenue by over \$61,000.

In addition to under-reporting county revenue, the office failed to report any revenue between April 1987 and April 1988. During this period, the amount of fees charged to clients that should have been collected exceeded \$65,000. In mid-April 1988, the office recognized and transferred to the County Treasurer, more than \$63,000.

The effect of not transferring money to cover fees from the client trust account to the county's revenue account was to inflate the balance of the clients' trust fund. Therefore, when interest was paid on the total amount in the clients' trust fund, interest was being paid on money due the county. Subsequently, interest income that belonged to the county was distributed to the clients. We estimated that between July 1, 1986, and April 15, 1988, the office paid \$12,655 to clients that was interest earned on county revenues that had not been transferred. These conditions had existed since October, 1983.

Another concern focused on the burial of clients. Except when a will exists, the office makes most of the

decisions concerning the funeral and burial of clients. Funeral expenses are usually paid with funds from the client's estate. The majority of clients in the program do not have wills.

The law allows for payment of expenses to cover a "plain and decent funeral, and the disposition of the remains of the decedent." The law also establishes the order in which the expenses of an estate are paid if the decedent does not have sufficient assets to cover all of the expenses. The law provides for payment of expenses in the following order: to support relatives, to administer the estate (fees), and to provide for a plain and decent funeral.

The office has not always collected its fees from the estates of its deceased clients. From a review of the records of 34 deceased clients, we determined that funeral costs totalled \$50,011, or an average of \$1,471 per client. Although the clients' estates covered the funeral costs, their estates were not sufficient to cover both the funeral expenses and the county's fee. The county's foregone fee revenue amounted to \$17,016. In all cases the client had sufficient cash available to pay the appropriate fees before the funeral and burial expenses were paid. We estimated that the fee revenue lost in the total caseload of deceased clients was \$30,628.

The county has lost the revenue for administering the estates of its deceased clients because the office decided that paying funeral and burial expenses was more important than collecting administrative fees. As a result, after the burial of the client, the estate funds were often insufficient to cover administrative expenses.

In addition to the problem of not collecting or recognizing fees, we noted that the office had not established reasonable criteria for setting its fees. Current fee policy, which is based upon the value of the clients' estate, does not provide a reliable way to plan for revenue collection. The problem with the current policy is illustrated by the case of one client who had substantial assets. Of the \$14,098 identified above as fees collected, this client paid \$3,540, or almost 25 percent of the total. The eventual loss of this client from the program had substantial impact on the program's revenue.

Service delivery costs should also be considered in any fee schedule. Presently, the office does not keep records of the time spent providing services to its clients. This limits the program's ability to accurately estimate its costs or establish equitable fees. Based on our study of a private conservator's practice, our survey of programs in California, and information on the county's program, we estimated that

total costs to provide client services is about \$25 per hour.

We believe the office could use \$25 per hour as a benchmark in establishing a more equitable and realistic fee policy. The office should accumulate information on the time it spends providing services and subsequently modify its fee schedule to reflect its actual experience.

The primary cause of problems identified in this area was a lack of administrative and fiscal control. The office should be more conscious of casework costs, and should establish procedures to monitor fee collection. Also, management should make a greater attempt to follow through on their own policies and take corrective action when problems are discovered. By doing so, the office may improve and increase its service to more clients.



## RECOMMENDATIONS

To address the issues raised by this audit, administrative and fiscal controls must be developed and implemented. Procedures should be established that provide assurance fees are properly charged, collected, and recognized as revenue. The collection of fees should be fair and consistent, and provide revenue needed to cover administrative expenses. Fees should always be collected when the client has sufficient cash.

### Improve Collection of Annual Fees

To allow the office to collect all fee obligations, fees should be billed to the client monthly rather than annually. The request for fees must still be submitted to and approved by the Probate Court annually. By charging the client's account monthly, the office can prevent clients' accounts from being depleted because withdrawals will be spread equally throughout the year. Periodic reports detailing fees assessed, collected, and transferred to the County Treasurer should be prepared by the office and reviewed by the Public Guardian/Conservator and the Manager of Aging Services.

Improve the Basis for  
Collecting Fees

Program management should reevaluate their criteria for assessing fees. Current fee policy, does not provide a reliable basis for estimating program revenue. We recommend that an hourly fee be established. The office should record the time it spends on service to its clients, and base fees on actual time spent. In determining an appropriate hourly fee, program management should consider a pricing policy that is fair, and which will better recover program costs.

Collect Fees from Estates  
of Deceased Clients

In accordance with the law, the office should collect fees for administering the estates before committing to a particular method of internment. This should apply in all cases where no will exists for the client.

A report outlining the extent of activities and associated costs should be prepared and submitted to management on a quarterly basis. The report should be

reviewed by the Public Guardian/Conservator and the Manager of Aging Services. All reports should be maintained in a permanent file.

## CHAPTER III

### THE PROGRAM COULD IMPROVE THE CARE AND PROTECTION PROVIDED CLIENTS

The Oregon Revised Statutes authorize the appointed guardian to protect incapacitated persons, to provide for their care, comfort and maintenance, and to have custody of the client. We found that the office did not always promptly respond to referrals, or visit or contact clients for long periods of time. As a result, we believe the care and protection provided to clients could be improved.

At the time of referral, the office investigates the individual's living situation and the basis for referral. If the decision is made that the person is in need of the program's services, the office may petition the Probate Court for guardianship or conservatorship of the individual.

We reviewed the files of 18 persons referred for guardianship and accepted by the office into the program. We found that, on the average, it took the office 66 days after clients were first referred to the program before the office took action to initiate guardianship. In one case, 253 days elapsed before any action was taken.

In 5 of the 18 files (28 percent) we reviewed, clients waited over 100 days before the office filed the petition

for guardianship. Office records did not report extenuating circumstances to explain some of these delays.

One case where the office took more than six months to act illustrates the office's dilemma. Shortly after receiving the referral for a 90-year old woman, a staff person determined that the woman had given over \$60,000, her life savings, to a relative. However, the client had no heat in her home because she had not paid her heating bill. The staff person reasoned that quick intervention would allow the office to protect the woman from financial exploitation and ensure that she had heat; however, the office's intervention could alienate the only person in the woman's life, thus creating personal and emotional problems for her. The office's cautious approach in this case appeared reasonable; however, we could not always find evidence in the files to explain why it took the office a long time to act.

Since the office cannot accept all of the cases referred, it is important that the office respond as quickly as possible to referrals that are not accepted so that other alternatives for help can be sought. It is also important that a timely decision be made for those individuals who are accepted.

To meet its mandate to protect incapacitated individuals and provide for their care, the Public Guardian/Conservator has established the following mission for the program:

"... to protect persons of diminished capacity from abuse, exploitation and self-neglect through a program of legally substituted decision-making for persons (guardianship)..."

To accomplish this mission, the office sometimes contracts with social workers who monitor clients' living situations. The office also may visit clients in response to specific problems brought to their attention. Sometimes, the office develops casework plans. These plans typically include information about the medical and personal needs of the client, and a plan to meet those needs.

In order to determine if the program was meeting its objectives and complying with the law, we reviewed 18 client files for evidence of direct client contact.<sup>6</sup>

As a result of our review, we found that 15 of the 18 files (83 percent) did not contain formal or informal casework plans developed for the care of the client. Without casework

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<sup>6</sup> According to program personnel, some clients may have assigned social workers, who maintain separate case files, outside of the program. We did not review any files maintained outside of the office.

plans we were unable to determine the clients' needs or the services provided to meet these needs.

In addition to not preparing casework plans, the office did not visit or contact its clients regularly. We found that in the 18 client files we reviewed, 11 (61 percent) indicated the client had not been seen by program staff or an assigned social worker for one year or more. In one case, the file indicated the client had not been seen for 5 years.

In other cases the office visited more frequently. For example, in one six-month period, a representative of the office visited a client five times. The following year, the client was seen at least three times. Although there was some indication that more visits were made, the visits are not clearly documented in the case file.

The office had no standards concerning the frequency of casework visits. Without regular contact, incapacitated persons could be exposed to the risk of abuse, exploitation, or neglect which might be detected in periodic visits. For example, one client who lived alone complained of being lonely and of hearing noises. Though aware of the client's complaints, office professionals allowed her to remain in that living environment. On several occasions, the client

called the office to complain that someone might be in her basement and that she heard noises outside her window at night. During this period the client was assaulted in her home. After the assault, the office moved the client to a nursing home.

In another case, the client reportedly was abusing alcohol. The office allowed this client to live independently even after receiving information that the individual was unable to care for their daily needs. The office purchased a new automobile for the client even though the office had concerns about what would happen if the client drove while intoxicated.

Although periodic visits will not prevent abuse and exploitation, visits do provide information on which the office can make informed decisions about the care and protection of its clients.

We acknowledge that clients' rights to independent living must be weighed against other, more restrictive, options. When the office acts as guardian for a client, it must make decisions for the client. That responsibility includes protecting and caring for the client. We believe the office could better carry out its responsibilities if staff responded as quickly as possible to referrals, prepared



casework plans for clients, and visited clients on a regular basis.

### RECOMMENDATIONS

To improve client protection and care, the Office of the Public Guardian/Conservator should consider implementing the following recommendations:

#### Establish Specific Requirements For Responding to Referrals

The office should establish criteria for determining which referrals it will accept. The office should establish reasonable time periods for responding to referrals. Also, the office should maintain complete records of all referrals and the action it takes on the referrals.

In addition, the office should provide Aging Services Division and Department of Human Services Management with a comprehensive monthly report on office referral activity. The report should include dates of initial contact and appointment, if applicable. Aging Services Division Management should monitor these reports to ensure timely handling of referrals.

### Develop Case Plans for All Clients

The office should establish policy requiring its staff to develop case plans for all clients when the office is appointed guardian or conservator of the client. In addition, the office should establish a standard format that documents clients' needs, and specifies actions required to meet those needs.

### Establish Standards for Visiting Clients

The office should also establish standards for visiting clients. The standards should include guidelines for determining the frequency of visits. All visits should be documented by staff, and all records should be kept in office case files. Records of visits should contain comments on specific needs identified in the clients' case plans.

### Establish an Internal Review Process To Ensure Appropriate Care

The office should provide assurance that case plans are carried out. To do so, the office should require ongoing supervisory review of casework. The supervisor should periodically select a sample of case files and review them to determine if the established guidelines and case plans have

been followed. Results of supervisory reviews should be reported to the Public Guardian/Conservator and to Aging Services Division management.

The office should also monitor casework conducted by social workers from outside the program to ensure that casework plans have been followed.

## CHAPTER IV

### MULTNOMAH COUNTY SHOULD BE SERVING MORE PERSONS IN NEED

Multnomah County's Office of the Public Guardian/Conservator may not be serving as many clients as it could with the resources it has. Program planning was insufficient to provide direction for the office's guardianship and conservatorship services. Also, as discussed in Chapter III of this audit, the office had not developed specific referral acceptance criteria. As a result, many persons referred to the program were not served.

There are no statutory or administrative criteria detailing how many clients the program should be able to serve. In addition, we found no data that could help us determine the number of Multnomah County residents eligible for the program's services. Therefore, we compared Multnomah County's program with other public guardian and conservator programs that were similar. We surveyed public guardian and conservator programs in counties throughout California.<sup>7</sup>

We chose California because its laws governing conservatorship and guardianship are similar to Oregon's.

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<sup>7</sup> Our survey did not consider the quality of care provided by the programs in either Multnomah County or the California counties.

All 58 of California's counties have guardianship and conservatorship programs. We found no comparable programs in Oregon.

To estimate the number of guardianship and conservatorship cases that Multnomah County should be serving, we selected 21 California counties, determined the population of each county and the number of cases each county handled. By developing a regression model, we determined there is a significant correlation between the total population of the county and the number of guardianship and conservatorship cases it handles. Based on the regression model and the population of Multnomah County, we estimated the number of clients that the county probably should be serving.

To verify our estimates, we conducted two additional statistical tests. In the first one, we reviewed the number of referrals to the county's program and compared that with the number of referrals that the county accepted. We also conducted an additional test to determine if our estimates were reasonable. Both tests corroborated the estimates based on our regression model.

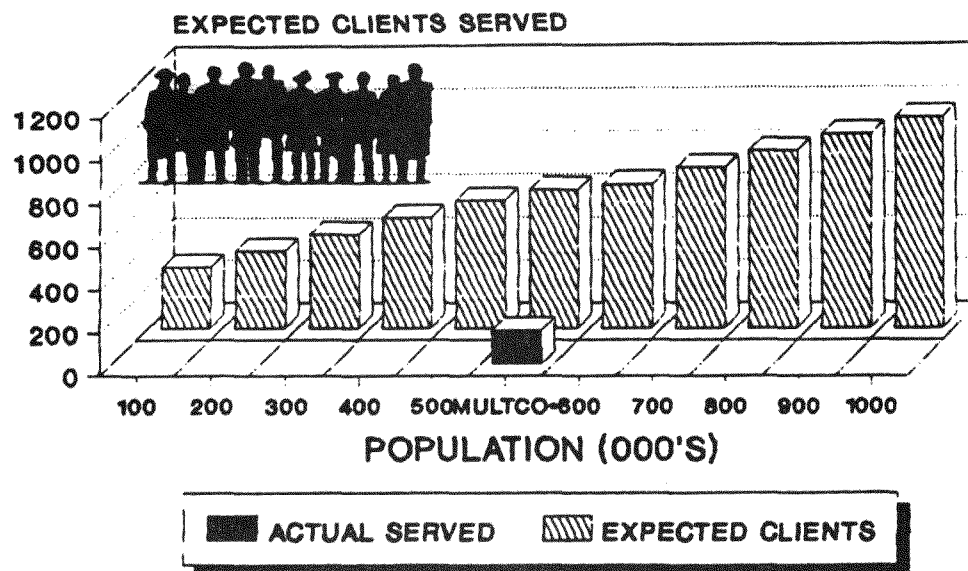
Based on our analysis, we determined that the Multnomah County Public Guardian program served a much smaller

proportion of its total county population than the 21 California county programs. On average, the California counties reported serving one client for every 799 county residents; Multnomah County served one client for every 3,588 county residents.

Illustration 2 below depicts the number of clients expected to be served based on the population of the county. Multnomah County is superimposed on the illustration at its current estimated population, 570,500, to show the actual number of clients the county serves.

## ILLUSTRATION 2

### EXPECTED CLIENTS SERVED BASED ON POPULATION: MULTCO vs. CALIF



\*MultCo Includes Actual Clients Served and Deceased

Using the California counties for comparison, Multnomah County should probably serve a minimum of 300 clients or an average of approximately 600 clients. As of December 1988, the county's caseload was 159.

As of December 1988, each professional on the county staff handled approximately 39 living clients; the average caseload was 53 cases per professional when the estates of deceased clients were included. In the California counties, the reported average number of cases was significantly higher at 74 clients per professional. The median number of cases was 60 clients per professional. In other words, one half of the counties we surveyed had a client-to-professional ratio of greater than 60 to 1; the ratio for the remaining counties was fewer than 60 to 1.

If the program were to adopt the standard reflected by the California median ratio of 60 clients per professional, caseloads would rise by 13 percent. This means, the office could handle about 20 more active clients per professional than were served as of December 1988.

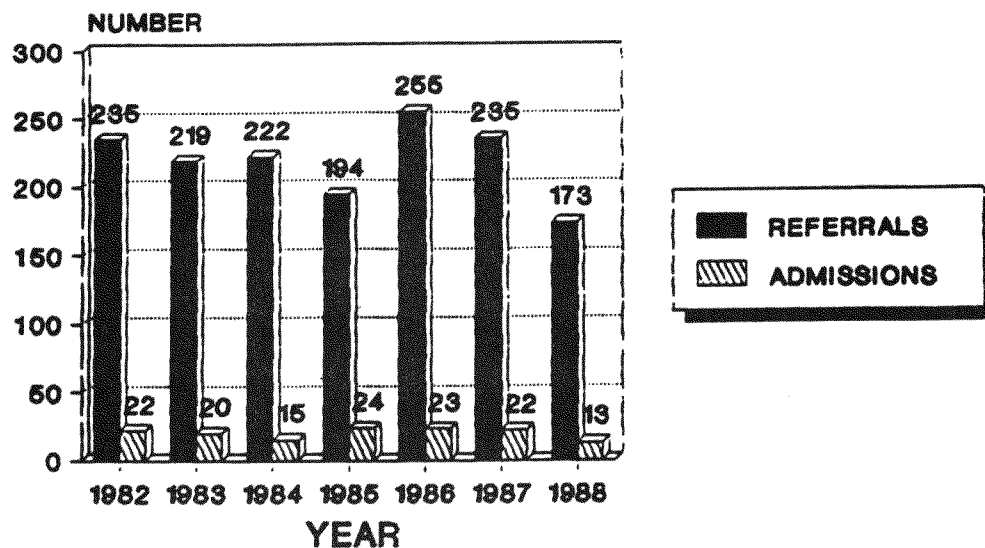
Multnomah County's comparatively low caseload to population ratio suggests community needs are not being met. This conclusion is supported by records showing that from 1982 through 1988, approximately 1,394 persons were turned away by

the office. During this period, the office accepted only 1 out of every 11 persons referred. In many cases, the office was unable to provide evidence supporting the reasons why some individuals referred to the program were accepted when others were not. According to the Public Guardian, however, all referrals may not necessarily be appropriate for the county's program.

Illustration 3 below shows the number of individuals referred to the program each year and the number of individuals accepted from 1982 through 1988.

### ILLUSTRATION 3

## ANNUAL REFERRALS AND ADMISSIONS (CY 1982 - 1988)



Source: Compiled by Auditor's  
Office from Public Guardian Data



According to information obtained from social workers and department personnel, some eligible persons were not accepted into the program either because they were not considered needy enough or because the program's caseload was considered too high.

Small caseloads increase the cost of serving each client. For example, in fiscal year 1988-89, the county's average cost for the 118 active cases was about \$1,770 per client. When we included the cases of deceased clients, the average cost was \$1,312 per case. During the same period, California's average cost per client was \$1,234.

We estimated that increasing both the number of clients served and the number of cases per professional could result in lower costs per client. For example, if the county served 300 clients and staffing were sufficient for each professional to carry a caseload of 60 cases, the annual costs per client would be about \$1,100.

Based on the office's 1989-90 proposed budget, we estimated the resources needed to provide service for 300 clients and for 600 clients. At an average ratio of 60 clients per professional, the office would need 5 professionals, or a total of 8.5 full time employees, at a cost of approximately \$329,000 annually. To serve 600 clients

at 60 cases per professional, a total of 17 employees would be needed at an annual cost of approximately \$635,000.

There are two principal reasons why Multnomah County provided a comparatively low caseload-to-population ratio. First, the office did not plan for the delivery of its services. Program managers had not identified the number of eligible persons needing guardianship and conservatorship services. In addition, the office has not kept complete records of those individuals served and the cost of providing services. Thus, the office had insufficient information to guide its planning.

A prerequisite to program planning is determining how employees' time is to be used. To determine how time is actually spent in client management, we obtained data from a private conservator's case records. Data included case management hours for guardianship services and financial management hours provided under conservatorship.

We found the following factors can have a significant bearing on the quality and cost of providing service.

- Services that involved oversight of the clients' health, safety, and comfort (guardianship)

required twice as many hours as financial management (conservatorship).

- New clients required more hours of service than other clients. After about two years of service, clients needed half the time initially required.
- A client's need for financial services was greatest during the first year. Service needs declined significantly after that.

By accumulating and evaluating sufficient data, the office can determine the cost of providing services and produce realistic short-term as well as long-term plans.

#### RECOMMENDATIONS

Before additional staffing and dollars are considered for this program, Management should develop a comprehensive strategy for service delivery. Cost projections should be developed for alternative total service levels and caseload ratios. Any increase in the program should be done gradually and should include the use of employees in specialized areas. Failure to develop a comprehensive plan could result in an

inefficient and uncoordinated approach to service delivery.

To enhance its service to the community, the office should consider the following recommendations:

Plan for Service Delivery

The county should devise a strategy for providing Public Guardian/Conservator services. This strategy should include the following:

- A needs study that identifies the size and characteristics of the eligible population.
- A clear articulation of eligibility criteria, and services to be provided, including essential and discretionary services.
- An outreach program for informing the public about services provided and limitations of the program.
- A standard ratio of clients per professional that assures delivery of essential services.

- A total number of clients to be served, based on the eligible population, caseload standards, and budget appropriations.

#### Collect Program Data

In order to have data on which to base its plans, the office should develop procedures detailing what data are to be collected and analyzed. The following data should be collected:

- Demographic information on each referral and the reasons each referral is accepted or rejected.
- The number of hours required to provide essential services for each client. The hours spent providing financial management services (conservatorship) should be recorded separately from case management services (guardianship).

#### Assign Employees in Specialized Areas

Management should increase the ability of its staff to accommodate demands made by changing caseloads. One approach is to specialize tasks around key responsibility areas. Two opportunities for specialization, in particular, should be

considered: intake, and the fiscal duties of conservatorship. An intake specialist could perform basic diagnostic and case planning services for new clients. In addition, the intake specialist could arrange for financial and casework services based on an objective analysis of the clients' needs. Separating intake duties from ongoing case management should promote the efficient use of professionals' time and allow increased caseloads.

Financial services can also be handled separately from case management. Several of the California counties in our study reported using specialists to handle bill paying, record keeping, and estate closings. The county should explore this option as a way of focusing more time on clients' needs for care and protection.

A P P E N D I X



# Arthur Young

1001 S.W. Fifth Avenue, Suite 2000  
Portland, Oregon 97204  
Telephone: (503) 225-1700

January 18, 1989

Multnomah County, Oregon  
Department of Human Services  
Division of Social and Aging Services  
Public Guardian Program  
426 S.W. Stark  
Portland, Oregon 97204

Ladies and Gentlemen:

We attempted to audit the financial statements of The Multnomah County Public Guardian. The Multnomah County Public Guardian has kept its records on the cash basis with no recognition having been accorded to certain clients' property, accounts receivable, accounts payable, or accrued expenses. In addition, the general ledger nominal accounts have not been closed into a fund balance account for several years to establish results of operations in a given period.

Because of the major inadequacies in The Multnomah County Public Guardian's accounting records, it was not practical to extend our auditing procedures to enable us to express an opinion, and we do not express an opinion, on the financial statements of The Multnomah County Public Guardian.

As part of our examination, we made a study and evaluation of the system of internal accounting controls of The Multnomah County Public Guardian in effect at May 11, 1988. Because of the major inadequacies in The Multnomah County Public Guardian's accounting records as discussed in the previous paragraph, it was not practical to extend our auditing procedures to enable us to express an opinion on the system of internal accounting controls



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of The Multnomah County Public Guardian, taken as a whole. Accordingly, we do not express such an opinion.

Our study and evaluation did, however, disclose the following conditions that we believe result in more than a relatively low risk that errors or irregularities in amounts that would be material in relation to the financial statements of The Multnomah County Public Guardian may occur and not be detected within a timely period.

#### Commingling Clients' Cash Accounts

All clients' cash is commingled into one depository account. Detail ledger cards by client are then utilized to keep track of individual clients' cash balances. During our review of client account activity, it was noted that clients sometimes incur more expenses than they have cash available resulting in a deficit balance on their subsidiary ledger cards. Some of these deficit balances were paid off by subsequent cash receipts; however, a number of client accounts remain in a negative cash position. As all clients' cash are commingled into one checking account, funds from clients who have available cash are used to make payments for clients who do not have available cash.

We recommend that client accounts be more closely monitored. The client account balance should be reviewed before any payments are made to ensure adequate funds are available. If a client does not have enough funds to cover the expenditure, payment should not be made until there are sufficient funds in the account or alternative sources of funds are made available.

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Lack of Perpetual Listing of Assets

The Multnomah County Public Guardian has a fiduciary responsibility over individuals' real and personal property. Except for cash assets, itemized listings are not maintained in order to account for all clients' assets.

We recommend that itemized listings of all such property be compiled, periodically verified by physical inventories of the assets and compared to the general ledger control account monthly. Such listings should include cash and cash equivalents, real property, and other assets such as jewelry, collections, etc.

Reconciliation of the Annual Client Accounting Report to the Probate Court

During our review of the Annual Client Accounting Reports to the Probate Court, we noticed that the amounts on the reports often did not agree to the subsidiary ledgers. Annual reports are submitted to the courts for review and approval and are sent to the clients. We recommend that a reconciliation of the reports to the subsidiary ledger be reviewed by an appropriate level of management of the program before they are released to the courts and clients to ensure that the statements are accurate.

Safeguarding of Assets

Not all clients' valuables are being properly safeguarded from loss or theft. Some valuables are placed in individualized envelopes and safeguarded in safety deposit boxes, however, many

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are not. In addition, the contents of the safety deposit boxes have not been inventoried for several years.

We recommend that all clients' valuables be properly safeguarded so that only authorized personnel have access to them. Also we recommend a physical inventory of the contents of the safety deposit boxes be made immediately and that periodic (at least annually) inventories be taken routinely.

#### Closing of General Ledger Nominal Accounts

Revenue and expense accounts have not been closed into a fund balance account for several years. Revenue and expense accounts should be closed at the end of each fiscal year to establish results of operations in a given period.

#### Lack of Preparation of Financial Statements

Neither a balance sheet nor an income statement are prepared on a regular basis. A balance sheet and an income statement should be prepared on a regular basis (at least quarterly) to show the financial position and results of operations of the Program. The financial statements should be reviewed by an appropriate level of management of the Program routinely.

#### Lack of Supporting Documentation for Expenditures

We vouched a selected number of expenditures from cancelled checks to vendor invoices and/or other supporting documentation. We noted that a number of expenditures did not have proper supporting documentation. We strongly recommend that

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all expenditures be supported by either an original invoice or a previously approved listing of recurring expenditures for which no invoice is available.

#### Recording Annual Custodian Fees

Clients are charged an annual fee for services under the Program. A number of clients are unable to pay the fee when the fee is levied. For these clients, an offsetting expense is recorded at the time that the fee is recorded. No expense is recorded for clients who may eventually pay, due to planned cash receipts or the sale of assets.

We recommend that a fees receivable account be established in the general ledger for clients unable to currently pay the fees. An allowance for doubtful accounts should be established for clients from whom eventual payment is doubtful. If accounts are determined to be uncollectible, they should be written off; however, all write-offs should be approved by an appropriate level of management of the Program.

#### Controls Over the Receipt of Cash and Checks

The finance technician in the Aging Services Division restrictively endorses the back of each check when the bank deposit is prepared. We recommend that the checks be restrictively endorsed when the mail is opened prior to any other tasks.

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In addition, we recommend that a listing of all cash received be prepared when the mail is opened. The list should include the payee, the client's name and the amount of the receipt. This listing along with the copies of the checks should be retained for further processing. Upon return from the bank by the finance technician in the Aging Services Division, the bank receipt should be given to the person who prepared the listing and compared to the amount of the deposit. Any differences should be immediately investigated. These documents can then be forwarded to the County Finance-Treasury for data entry.

Cancellation of Supporting Documentation to Avoid Duplicate Payments

As invoices are being processed for payment, all accompanying originals, including payment vouchers, should be stamped as cancelled. Voucher packages containing photocopies of invoices or purchase orders should not be approved for payment.

In addition, we recommend that all disbursements be mailed by Multnomah County's accounts payable department rather than sent back to the Public Guardian's office for mailing or delivery.

**OTHER CONDITIONS REQUIRING ATTENTION:**

The following conditions also came to our attention as to which we believe corrective action should be taken or documentation (including cost/benefit considerations) should be prepared as to the reasons why corrective action was not considered necessary in the circumstances:

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Review of Account Activity

The financial specialist records all journal entries made during the period in the general ledger. No other review of account activity is performed.

We recommend that both the general ledger and client account activity be reviewed by someone independent of any other significant accounting duties to ensure that account activity is reasonable. Unusual items should be investigated and corrections made as necessary.

Automatic Monthly Payments

Index cards were used to identify recurring disbursements that are to be made on a regular basis for which no invoice is received. Examples of such expenditures are rent, nursing home or mortgage payments, etc. These cards identify the amount to be paid and the date the Program was last notified of the payment amount. We recommend that a payment detail be set up for all payments made on a regular recurring basis not supported by an invoice. The detail should show the payee, purpose for the expenditure, authorization for payment, due date and month to which the payment applies. A copy of the original payment detail should be used as support for payment.

Client Tax Return Preparation

When the Public Guardian Program is appointed conservator for an individual, the Program is responsible for the preparation of the individual's tax return. The tax returns are prepared by the

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financial specialist, signed by the Public Guardian and Conservator and filed. No additional review is being performed prior to filing.

Should the return contain errors, there could be penalties and interest assessed to the clients as well as fines assessed against the preparer.

We recommend that all tax returns prepared by the financial specialist be reviewed by a qualified individual prior to filing. For tax returns determined to be complex, outside tax accountants should be considered to either prepare or review the returns.

\* \* \* \* \*

The management of The Multnomah County Public Guardian is responsible for establishing and maintaining a system of internal accounting control. In fulfilling this responsibility, estimates and judgements by management are required to assess the expected benefits and related costs of control procedures. The objectives of a system are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

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Because of inherent limitations in any system of internal accounting control, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the system to future periods is subject to the risk that procedures may become inadequate because of changes in conditions, or that the degree of compliance with the procedures may deteriorate.

We would be pleased to discuss the matters reported or to respond to any questions, at your convenience.

Very truly yours,

*Arthur Young & Company*





## GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 248-3308

May 17, 1989

Daniel A. Ivancie  
Multnomah County Auditor  
1120 S. W. 5th Avenue  
Room 1500  
Portland, Oregon 97204

Dear Dan:

You are in receipt of a letter from Duane Zussy, Director of Human Services, in response to your audit regarding the Public Guardian. I am pleased that the Aging Services staff has made many changes in response to issues raised in your report. Please be assured that County program managers will continue to be more than responsive to issues raised by you and your staff.

I want to express my appreciation to you and your staff for their work on this report.

Sincerely,

Gladys McCoy  
Multnomah County Chair

GM:ddf



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646

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May 17, 1989

RECEIVED

MAY 17 1989

Multnomah County Auditor

Daniel A. Ivancie  
County Auditor  
Portland Building, Room 1500  
1120 SW Fifth Avenue  
Portland, OR 97204

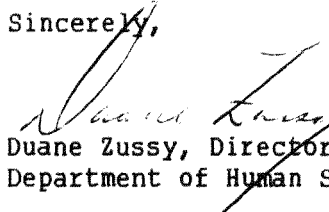
Dear Mr. Ivancie:

Pursuant to established County Policy, I am submitting this response to the Final Draft Audit Report prepared by your staff and dated May 10, 1989, through the Multnomah County Chair, Gladys McCoy.

Attached is our point by point response to this final draft audit report. If you have any specific questions regarding this response please contact Jim McConnell (248-3646) for clarification. Mr. McConnell and his staff are available for any follow-up consultation and information necessary to bring final closure to this audit process.

Thank you for this opportunity to work with you to achieve a higher and better standard of performance for the citizens of Multnomah County.

Sincerely,

  
Duane Zussy, Director  
Department of Human Services

[{GREV}]

Public Guardian/conservator Program Audit  
of Multnomah County Auditor's Office

Response to Audit Recommendations  
Prepared by

Aging Services Division  
May 15, 1989

Contact Persons: Chris Farley, Public Guardian 248-3948  
Jim McConnell, Director, Aging Services Division  
248-3646

### Response to Recommendations

Following are responses to the specific Recommendations contained in the Audit report. Page and Chapter numbers refer to the final draft of the Audit Report dated May 10, 1989.

Response to Audit Recommendations - Public Guardian/Conservator Audit

Introduction: The Public Guardian/Conservator Audit was begun in December 1987. The Board of County Commissioners requested and funded the Audit after the Aging Services Division had terminated the Public Guardian and had reported evidence of possible fraud in the handling of client assets. Eventually the former Public Guardian was convicted of theft from the accounts of several clients in the Public Guardian Program.

Since the discovery of fraud in 1987, the Board of County Commissioners has taken significant actions to protect and restore all client assets. The Department of Human Services, the Aging Services Division, and the County Office of Financial Services have made major changes in the management and the control of the Public Guardian and Conservator Program. The staff of the Public Guardian Program, during this transition period, has cooperated in the audits and investigations, has maintained full client caseloads, has corrected problems from the past, and has developed and implemented new management control systems to protect the clients and their assets. A new Public Guardian, Chris Farley, was hired in September 1988. She has done extensive work in the development and implementation of new policies and procedures to improve the Public Guardian operation.

Since 18 months or more have elapsed since the problems were discovered and the audit requested, almost all of the recommendations for corrective actions in the audit report have been implemented. The Aging Services Division and the Public Guardian Program will continue to make improvements and report on them to the Board of County Commissioners and to the County Auditor.

RECOMMENDATIONS TO DEVELOP TASK SPECIFIC POSITION DESCRIPTIONS (pp 34)

RESPONSE (Aging Services Division)

We concur. Procedures and task specific position descriptions are already in place. Detailed changes will be made to fully implement the audit recommendations.

RECOMMENDATION TO CONDUCT INVENTORY OF CLIENT ASSETS (p 34)

RESPONSE (Aging Services Division)

We concur. All inventories have been current as of September, 1988. The recommended procedure has already been implemented. Detailed revisions will be made to fully implement the audit recommendation. However, inventories will be filed within the 90-day limit allowed by law.

RECOMMENDATION TO ESTABLISH PROCEDURES FOR RECORDING, UPDATING AND RECONCILING VALUES OF ALL CLIENT ASSETS (p 35)

RESPONSE (Aging Services Division)

We concur. The Public Guardian has already implemented an asset valuation and control system. Detailed adjustments will be made to fully implement the audit recommendations.

RECOMMENDATION TO RECONCILE CLIENT ACCOUNTS MONTHLY (p 35)

Reconcile client accounts monthly.

RESPONSE (Aging Services Division)

We concur. Monthly reconciliation is the current standard practice. Steps will be taken to ensure that differences are detected and errors are corrected promptly.

RECOMMENDATION TO DISCONTINUE ACCOUNT OVERDRAFTS (p 36)

RESPONSE (Aging Services Division)

We concur. Procedures are already implemented. As of 5/15/89, all overdraft accounts have been reconciled. Analysis of the need for a contingency fund is currently underway.

RECOMMENDATION FOR BETTER SAFEGUARDS OVER REAL PROPERTY (pp 36-38)

RESPONSE (Aging Services Division)

We concur on the development of better safeguards. Procedures are in place for recording and periodic inventory of property values. An appraisal is not always affordable for clients. In lieu of an appraisal, the Public Guardian will list the assessed value.

The Public Guardian will comply with the audit recommendation to institute specific guidelines for determining: a) when the real property of clients can and should be sold, and b) when property should be sold under contract.

Other procedures will be developed to assure proper documentation and review of real property transactions including home improvements by the Public Guardian's office.

RECOMMENDATIONS ON MONITORING TAX RETURNS (p 38)

RESPONSE (Aging Services Division)

We concur. All client property and income taxes are current. Procedures will be written within 90 days, including protocol for obtaining expert assistance.

RECOMMENDATION ON IMPROVING DOCUMENTATION ON EXPENDITURES AND OTHER TRANSACTIONS (p 39)

RESPONSE (Aging Services Division)

We concur. Requirements and controls are already implemented excepting requirements governing purchases for clients by office staff. Requirements will be developed within 90 days.

Chapter II (pp 40-48)

RECOMMENDATION ON IMPROVING COLLECTION OF ANNUAL FEES (p 46)

RESPONSE (aging Services Division)

We concur that the system should be changed. However this recommendation is in conflict with the Portland Multnomah Commission on Aging (PMCoA) Task Force recommendation. The Aging Services Division will develop a policy and procedures regarding collection of fees.

RECOMMENDATION ON IMPROVING THE BASIS FOR COLLECTING FEES (p 47)

RESPONSE (Aging Services Division)

We concur. The Aging Services Division will develop and implement a system of determining fees that is fair, impartial and which will equitably recover program costs.

RECOMMENDATION ON COLLECTING FEES FROM ESTATES OF DECEASED CLIENTS (p 47)

RESPONSE (Aging Services Division)

We concur that the law allows the collection of fees prior to considering the extent and method of internment. However this is a significant policy decision that requires further deliberation.

It is the policy of the Public Guardian to purchase a burial trust for each client, where funds are available, as each case is being opened.

The Final Accounting is the official report itemizing costs.



Chapter III - The Care and Protection Provided Clients (pp 49-56)

RECOMMENDATION TO ESTABLISH SPECIFIC REQUIREMENTS FOR RESPONDING TO REFERRALS (p 54)

RESPONSE (Aging Services Division)

We concur. Policies and procedures were implemented in July, 1988. Aging Services Division monitors the implementation of policies and procedures. ASD believes this is sufficient to maintain control on this issue.

RECOMMENDATION ON DEVELOPING CASE PLANS FOR ALL CLIENTS (p 55)

RESPONSE (Aging Services Division)

We concur. Policies and procedures have been in place since October, 1988.

RECOMMENDATION ESTABLISHING STANDARDS FOR VISITING CLIENTS (p 55)

RESPONSE (Aging Services Division)

We concur. Procedures have been adopted and implemented.

RECOMMENDATION ON ESTABLISHING AN INTERNAL REVIEW PROCESS TO ENSURE APPROPRIATE CARE (p 55)

We concur. Procedures have been implemented. The Office will establish procedures to monitor casework conducted by social workers from outside the agency.

#### Chapter IV - Serving More Persons (pp 57-67)

General Comments: The issues of numbers of clients, caseloads, and cost per case are much more complex than what is presented in the Audit Report. The Auditor acknowledges that he did not survey the scope of work, the quality of care, the appropriateness of the cases in the California system, etc. The statistics cited in the report suggest the need for further planning in Multnomah County. Initial planning has been undertaken under the auspices of the Portland/Multnomah Commission on Aging. The Public Guardian Task Force completed its work and submitted findings and recommendations to the PMCoA and the Board of County Commissioners in January, 1989. ASD will continue to plan and develop new policies and programs as needed and as resources allow in order to serve all appropriate clients.

The recommendations in the Arthur Young Audit are acknowledged and incorporated in our responses to the internal audit recommendations.

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